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Colonization Contracts (No. 3.)

(Austin's)

Whereas by the fourth section of an Act of Congress, passed the fourth day of January, A.D. 1841, entitled, "An Act granting Land to Emigrants" the President of the Republic of Texas is authorized to Contract with certain persons therein named for the purpose of Colonizing and settling a portion of the vacant and unappropriated lands of the Republic, and, Whereas, by another Act of Congress passed the fifth day of February, A.D. 1842, entitled, "An Act amendatory of an Act, granting Land to emigrants" approved, January 4th 1841," the provisions of the Act first above recited, so far as relates to the authority thereby given to the President to enter into a Contract with H. S. Peters and others (named in said Act) to introduce Colonists upon certain terms therein expressed and set forth are extended to such other Company or Companies as may be formed and organized for like purposes as the President may in his judgment approve, Now, therefore, this Contract and agreement made this fifteenth day of February A.D. 1842, at the City of Austin, between Sam Houston President of the Republic of Texas, on the part of said Republic, of the first part, and Henri Castro and John Peters and their associates of the second part, witnesseth,

That for and in consideration of the grants and privileges, rights and immunities hereinafter mentioned, the said party of the second part Contract and agree to introduce or cause to be introduced, a Colony of six hundred families, or single men over the age of seventeen years, within three years from the date of this Contract and to have the same settled within the limits of the tracts of land hereinafter specified and set apart for said party of the second part, all of which said families or single men are to be free white inhabitants of a Foreign Country and to reside within said limits.

In consideration whereof, the said parties of the first part, hereby designated & designated and set apart for the said parties of the second part, and for the settlement of said Colony, the three following described tracts of land, that is to say, Tract No One, commencing at the Paredo crossing on the left bank of the Rio Frio, thence along the Paredo Road to the dividing ridge of the Rio Frio, and Medina waters, to a point equidistant from these two rivers, thence with that range as nearly equidistant as practicable, as above, to a point twenty miles from the of the Western Presidio Rio Grande Road, thence on a direct line to the point of confluence of the Arroyo de Hondo, with the Rio Frio, thence down the left bank of the main Branch of the Rio Frio to the point of commencement.

Tract No Two, consisting of one fourth part of a tract twenty miles in breadth on the east bank of the Rio Grande, commencing on the Rio Grande five miles below the crossing of the road from the salt Lakes of San Patricio County to Casa Monge, and thence ascending along the left of the Rio Grande to a point ten miles above the Western Ferry, which tract is to be divided into four equal parts, each fronting on the Rio Grande, which are to be numbered one, two, three and four, the number commencing at the lowest point on the Rio Grande. Said parties now set apart and designated as tract No three to Henri Castro, and their Assigns, and their assignated as part No one of the above division. Tract No three now set apart to Henri Castro, John Wyland and their associates is part No three of said division.

And the said party of the first part further Contracted and agreed in behalf of the Government of Texas to give and to grant to each family introduced by the said parties of the second part, who shall reside within the said described limits, six hundred and forty acres of land to be located in a square, as nearly as possible, within said

limits and to each single man over the age of ~~seventeen years, to be entitled to~~ three hundred and twenty acres of land, each of which said grants shall be entitled to receive from the Government of Texas a fee and absolute title to the same, whenever they shall have built a good and comfortable cabin upon it and shall have in cultivation two acres of land for which they are to receive title.

And the said party of the first part, further contracts and agrees to allow the said party of the second part, as a compensation for their services, and in consideration of their labor and expense attendant on the introduction and settlement of the families introduced by them a premium of ten sections of land for every hundred families, and in the same ratio for a less number introduced and settled; but no premium shall be allowed for any number, which said premiums lands must be selected from the vacant lands within the limits of the tract of land where the settlements shall be set apart for the settlement of this race of colonists.

And the said party of the first part further contracts and agrees to the said party of the second part to give and grant to each settlement of one hundred families made under the provisions of this before recited act, in accordance with the stipulations of this contract one section of six hundred and forty acres of land, each of which sections shall be bounded as near the center of the settlement as circumstances will admit so as to include within the same as much tillable land as may be found in the vicinity for cultivation, which land must be selected by the party of the second part within the limits of the tract of land where the settlements shall be made, and it is hereby understood and agreed by the parties to this contract that all legal locations that may have already been made within the boundaries so designated

in that way hereafter be made and ~~pursuant~~ pursuant to the fifteenth day of September next shall be effected, and the division or severance made by the said Heads of the second part, or their Commissioners in such proportions shall be held and taken.

And it is further agreed between the said parties to this Contract, that all the lands within the limits of the tract which have been duly surveyed and set aside for the said Family of the second part which shall not be appropriated according to the terms of this Contract to the Commissioners, or for Reservations as hereinafter mentioned, shall after the expiration of two years from the date of this Contract be open to the settlement of the Public generally, but the persons who have settled or may settle thereon, shall not be entitled to any preference in the purchase of the same from the Government of Canada or the Province of Lower Canada.

And it is further agreed between the parties to this Contract that the following shall be the definition of the word family as it is used

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in this instrument, namely, First, A man and his wife, Second, a widower and two or more children if males under the age of seventeen years, if females unmarried. Third, if a widow, the same as a widower, either of which three classes shall be considered as constituting a family in the construction of this contract.

And it is further agreed between the parties to this Contract, that the said party of the second part shall not be permitted to introduces any emigrant who has been guilty of any atrocious crime, or who is of bad moral character nor shall they, nor any of the families or persons introduced by them, be permitted to sell or give any spirituous or intoxicating liquors to any Indian or Indians, nor shall they furnish them in any manner with powder, lead, fire arms, or with any other kind of war like weapons, upon pain of forfeiting (when convicted thereof) all the lands they may have acquired by virtue of this Contract.

And it is further mutually agreed between the said parties that the party of the second part shall be bound to have designated and surveyed all the lands required for the settlement of the families, they are authorized to introduce by virtue of this Contract, also, for premium and church lands, within two years from the date of this Contract, after which it shall be permitted to any citizen of the County to locate and settle upon any lands which may remain unappropriated within the limits of the tracts designated and set aside for said party of the second part.

And it is also understood and agreed upon between the parties to this Contract that each alternate section of land in the tracts No one (1) and three (3) on the Rio Grande, except for the premium and church lands shall be reserved and forever set apart for the use and benefits of the Republic of Texas

And it is also understood and agreed upon that the said party of the second part hereby reserves the privilege to introduce and settle upon the lands herein designated an additional number of four hundred families or single men over seventeen years of age, provided, the said party of the second part shall within one year from the date of this Contract, give to the party of the first part a written notice of an intention so to do, which additional number shall be introduced and settled agreeable to the terms of this Contract as provided for the six hundred families or single men over seventeen years of age, herein above specified.

And whereas, by the thirteenth Section of an Act entitled, An Act granting lands to Emigrants, passed the fourth day of January, A.D. one thousand eight hundred and forty one, power is given to the Judiciary to extend the time for the introduction of the first one third of the whole number of families or single men over the age of seventeen years, and whereas, the Emigrants to be introduced and settled under this Contract are to be brought from Europe, Therefore, the party of the first part agrees to extend the time for the space of six months over and above the times of one year above specified to the party of the second part for the introduction of the said families or single men.

And it is further agreed between the said parties to this Contract, that if it shall be found to conflict with any of the provisions of the acts aforesaid; it shall so far be considered null and void, and the said acts shall govern the construction to be placed upon it, but this shall not be considered as extending to, or affecting any other part of this Contract, that may be consistent with said Acts, which shall be and remain in full force.

In testimony whereof we have hereunto set our hands, and affixed our seals, at the City of Austin, this fifteenth day of February, in the year of our Lord, One thousand eight hundred and forty two.

The Seal of the Republic of Texas

Sam Houston

M. Austin

Jas Webb

Sec. of State

The Seal of the Department of State

Attest:

Anson Jones

Secretary of State
of the Republic of Texas.

Whereas by the fourth Section of an act of Congress passed the fourth day of January, A.D. eighteen hundred and forty one, entitled, "An act granting Land to emigrants," The President of the Republic of Texas is authorized to contract with certain persons therein named for the purpose of colonizing and settling a portion of the vacant and unappropriated lands of the Republic.

And Whereas by another act of Congress passed the fifth day of February A.D. eighteen hundred and forty two entitled "An act amendatory of an act granting land to emigrants," approved, January fourth one thousand eight hundred and forty one" the provisions of the act first above recited so far as relate to the authority thereby given to the President to enter into a Contract with W.S. Peters and others named in said act to introduce colonists upon certain terms therein expressed and set forth are extended to such other Company or Companies as may be formed and organized for like purposes as the President may in his judgment approve.

Now, therefore, this Contract and agreement made this fifteenth day of February, A.D. One thousand eight hundred and forty five at the City of Austin between Sam Houston, President of the Republic of Texas on the part of said Republic of the first part and William Kennedy, William Bollaert and their associates of the second part, witnesseth,

That for and in consideration of the grants and privileges rights and immunities hereinafter mentioned the said party of the second part, Contract and agree to introduce or cause

to be introduced a Colony of six hundred families or single men over seventeen years of age within three years from the date of this Contract and to have the same settled within the limits of the tracts of lands hereinafter specified and set apart for said party of the second part all of which said families or single men are to be free white inhabitants of a foreign country and to reside within said limits.

In consideration whereof the said party of the first part hereby designates assigns and sets apart for the said party of the second part and for the settlement of the said Colony the three following described tracts of land, that is to say — Tract No 1, Commencing at a point where the upper Presidio Rio Grande Road crosses the River Nueces, and extending thence in a direct line to the head spring of the River Leona, including the said spring thence in a direct line to the point of Confluence of the Arroyo de Moral with the Rio Frio, thence down the main branch of the Rio Frio to the crossing of the road from San Antonio to Laredo, thence along the line of said road to the River Nueces, thence along the east bank of the said river to the point of beginning.

Tract No 2. Consisting of one fourth part of a tract twenty miles in breadth on the east bank of the Rio Grande, commencing on the Rio Grande five miles below the crossing of the Road from the Salt Lakes of San Patricio County to Camargo and Reynosa and extending thence up and along the left bank of the Rio Grande to a point ten miles above the Dolores Ferry which tract is to be divided into four equal parts each fronting on the Rio Grande which are to be numbered 1. 2. 3 and 4. the number, commencing at the lowest point on the Rio Grande the portion now set apart and designated as tract No 2 to William Kennedy, William Pringle and their associates is the tract No 2 of the above division.

Part No 3. Now the apart to William Kennedy, William Pringle and their associates is part of No 11 of said division.

And the said party of the first part further contracts and agrees in behalf of the Government of Texas to give and to grant to each family so introduced by the said party of the second part who shall reside within the said described limits six hundred and forty acres of land to be located in a square as nearly as possible within said limits and to each single man over the age of seventeen years so introduced three hundred and twenty acres of land each of which said grantees shall be entitled to receive from the Government of Texas a full and absolute title to the same whenever they shall have built a good and comfortable cabin upon it and shall keep in cultivation and under good fence at least fifteen acres on the tract for which they are to receive title.

And the said party of the first part further contracts and agrees to allow the said party of the second part as a compensation for their services and in recompense of their labor and expense attendant on the introduction and settlement of the families introduced by them a premium of ten (10) sections of land for every hundred families and in the same ratio of half sections for every hundred single men so introduced and settled but no fractional number less than one hundred will be allowed. Any premium which said premium land may be selected from the vacant lands within the limits of the tracts of lands above designated and set apart for the settlement of the said Colonists.

And the said party of the first part further contracts and agrees in behalf of the Government of Texas to give and grant

to each settlement of One hundred families made under the provisions of the before recited acts in conformity with the conditions of this Contract one Section of six hundred and forty acres of land each of which said Sections shall be located as near the centre of the settlement receiving the same as may be practicable and shall be attached by the said settlements to aid and assist them in the erection of buildings for religious public worship.

And it is hereby mutually agreed by the parties to this Contract that all legal locations that may have already been made within the boundaries so designated or that may be hereafter made and surveyed previous to the fifteenth day of April next shall be respected and any locations or surveys made by the said party of the second part or their emigrants on such locations shall be made and void.

And it is further agreed between the said parties to this Contract that all the lands lying within the limits of the tracts which have been designated and set aside for the said party of the second part which shall not be appropriated according to the terms of this Contract to the emigrants or for purposes of church lands shall after the expiration of three years hereof be and remain the sole property of the Government of Texas as a part of the public domain.

And it is further agreed between the parties to this Contract that unless the party of the second part shall have introduced two hundred families that is to say one third of the whole number of families which they have contracted to introduce within the limits of the Republic before the expiration of one year from the date of this Contract then the said party of the second part shall forfeit all the lands

and immunities rights and privileges of what-soever kind name and nature that they may have heretofore acquired by virtue of this Contract, but no forfeiture on the part of the party of the second part shall in any manner prejudice the rights of such families and single persons as they may introduce who shall be entitled to their respective quotas of land in the same manner as if the said party of the second part had completed this Contract.

And it is further agreed between the parties to this Contract that the following shall be the definition of the word "family" as used in this instrument namely, first—A man and his wife—Second, a widower and two or more children if males, if males under the age of seventeen years, if females unmarried—third, a widow the same as a widower, either of which three classes shall be considered as constituting a family in the construction of this Contract.

And it is further agreed between the parties to this Contract that the said party of the second part shall not be entitled to introduce any emigrant who has been guilty of any atrocious crime or who is of bad moral character nor shall they nor any of the families or persons introduced by them be permitted to sell or give any spirituous or intoxicating liquor to any Indians or Indians nor shall they furnish them in any manner with powder lead fire arms or with any kind of war like weapons upon pain of forfeiting upon proof thereof all the lands they may have acquired by virtue of this Contract.

And it is further mutually agreed between the said parties that the party of the second part shall be bound to have

designated and surveyed all the lands required for the settlement of the families thereon authorized to embodied by the terms of this Contract also for premium and Church lands within two years from the date of this Contract after which it shall be free and liable to any citizen of the Country to locate and settle upon any lands which may remain unappropriated within the limits of the tracts designated and set aside for said Grady of the second part.

And it is also understood and agreed upon between the parties to this Contract that each alternate section of land in the tracts No^s two (2) and three (3) on the Rio Grande except for the premium and Church lands shall be reserved and forever set apart for the use and benefit of the Republic of Texas.

And it is also understood and agreed upon that the said Grady of the second part will have the privilege to introduce and settle upon the lands herein designated and set aside additional number of four hundred families as single men over seventeen years and of ages mentioned the said Grady of the second part shall within one year from the date of this Contract give to the Grady of the first part a written notice of an intention to do which additional number shall be introduced and settled agreeably to the terms of this Contract and provided for the six hundred families as single men free seventeen years of age and upwards above specified.

And pursuant to the thirteenth section of an act, entitled, "An act granting donations to emigrants" passed on the fourth day of January, A.D. one thousand eight hundred and fifty one Power is given to the President

to extend the time for the introduction of the first one thirtieth of the whole number of families or single persons over the age of seventeen years and heads of families, the emigrants to be introduced and settled under this Contract are to be brought from Europe.

Therefore the party of the first part agrees to extend the time for the term of six months over and above the time of one year above specified to the party of the second part for the introduction of the said families or single persons.

And it is further agreed between the said parties to this Contract that if it shall be found to conflict with any of the acts aforesaid it shall so far be considered null and void and the said acts shall govern the construction to be placed upon it but this shall not be considered as relating to or affecting any other part of this Contract that may be considered with said acts which shall be and remain in full force.

In testimony whereof the said parties hereunto set their hands and affixed their Seals at the City of Austin this fifteenth day of February, in the year of our Lord one thousand eight hundred and forty two.

Sam Houston

Seal of the Republic of Texas

William Kennedy

William Bollaert

For Wm Kennedy

Seal of the Dept of State

Attest.
Anson Jones
Secretary of State
of the Republic of Texas.

A. Bourgeois and A. Ducos No 5.

Whereas by the fourth section of an act of Congress, passed the fourth day of January A.D. 1841, entitled "An act granting Land to emigrants" the President of the Republic of Texas is authorized to Contract with certain persons therein named for the purpose of colonizing and settling a portion of the vacant and unappropriated Lands of the Republic; and Whereas, by another act of Congress passed the fifth day of February A.D. eighteen hundred and forty two, entitled, An Act amendatory of an Act granting lands to emigrants, approved January 4th one thousand eight hundred and forty one", the provisions of the Act first above recited so far as relates to the authority thereby given to the President to enter into a Contract with M. L. Peters and others (named in said act) to introduce colonists upon certain terms therein expressed and set forth, are extended to such other Company or Companies as may be formed and organized for like purposes as the President in his judgment may approve. — Now, therefore, this Contract and agreement made this third day of June A.D. One thousand eight hundred and forty two, at the City of Austin, between Sam Houston, President of the Republic of Texas, of the first part, and Alexander Bourgeois (d'Orvanne) and Armand Ducos, and their associates of the second part hereinafter:

That for and in consideration of the grants and privileges, rights and immunities hereinafter mentioned, the said Party of the second part, contracts and agrees to introduce or cause to be introduced, a colony of five hundred families, or single men over seventeen years of age, within three years from the date of this Contract, and to have the same settled within the limits of the tract of land hereinafter specified and set apart for said party of the second part, all of which families or single men are to be free white inhabitants of a

foreign country, and to reside within said limits

In Consideration whereof, the said Party of the first part, hereby designates, assigns and sets apart for the party of the second part, and for the settlement of said Colony, the following discribed tract of land, that is to say, Commencing at the mouth of the Rio Grande and extending up the left bank of the said River to a point opposite the town of Reinosa, thence with the road from the town of Reinosa to the salt Lakes in the County of San Patricio ten miles, thence in a direct line to a point ten miles north of Point Isabel on the Laguna del Madre, thence with the shore of the Laguna del Madre to the Gulf of Mexico, and thence with the shore of the Gulf to the mouth of beginning.

And the said party of the first part, further Contracts and agrees in behalf of the Government of Texas, to give and to grant to each family so introduced by the said party of the second part, who shall reside within the said described limits, six hundred and forty acres of land to be located in a square as nearly as possible, within said limits; and to each single man over the age of seventeen years, so introduced, three hundred and twenty acres of land, each of which said grantees shall be entitled to receive from the Government of Texas a full and absolute title to the same whenever they shall have built a good and comfortable cabin on it, and shall keep in cultivation and under good fence at least fifteen acres on the tract for which they are to receive title.— But should the parties of the second part neglect it, title shall in all cases issue from the Government direct to the said parties of the second part, for such portion of the land which each emigrant introduced under the provisions of this

contract may be entitled, at may be agreed upon between the said parties of the second part and the said emigrant, provided it does not exceed the one half of such land.

And the said party of the first part, further contracts and agrees, to allow the said party of the second part as a compensation for their services, and in recompense of their labor and expense attendant on the introduction and settlement of the families introduced by them, a premium of ten sections of land for every hundred families, and in the same ratio of half sections, for every hundred single men so introduced and settled, but no fractional numbers less than one hundred will be allowed any premium, which said premium lands must be selected from the vacant lands within the limits of the tract of land above designated and set apart for the settlement of the said Colonists.

And the said party of the first part further contracts and agrees in behalf of the Government of the Republic of Texas to give and grant to each settlement of one hundred families made under the provisions of the before recited act, in conformity with the conditions of this contract, one section of six hundred and forty acres of land, each of which said sections shall be located as near the centre of the settlement receiving the same as may be practicable, and shall be used by the said settlements to aid and assist them in the erection of buildings for religious public worship.

And it is further mutually agreed by the parties to this Contract, that all legal locations that may have already been made within the boundaries so designated or that may hereafter be made and surveyed previous to the first day of August next, shall be respected, and any

location or Concession, made by the said Heads of the second part or their emigrants on such locations shall be null and void.

And it is further agreed between the said Parties to this Contract, that unless the Party of the second part shall have introduced one hundred and seventy five families or single persons, or one third of the whole number of families which they have contracted to introduce, within the limits of the Republic, before the expiration of one year from the date of this Contract, then the said Part of the second part shall forfeit all the lands and immunities, rights and privileges, of whatsoever kind, name and nature, that they may have previously acquired by virtue of this contract. But no forfeiture on the Party of the second part, shall in any manner prejudice the rights of such families and single persons as they may introduce, who shall be entitled to their respective grants of land in the same manner as if said party of the second part had completed their contract.

And it is further agreed between the Parties to this Contract, that the following shall be the definition of the word "family" as it is used in this instrument, namely; First, a Married man and his wife. Second, a Widower and two or more children, if Males under the age of seventeen years, if Females, unmarried. Third, if a Widow, the same as a Widower, either of which three classes shall be considered as constituting a family in the construction of this Contract.

And it is further agreed between the Parties to this Contract, that the said Party of the second part shall not be permitted to introduce any emigrant who has been guilty of any atrocious crime or who is of bad moral character, nor shall

they, nor any of the families introduced by them, be permitted to sell or give any spirituous or intoxicating liquors to any Indian or Indians, nor shall they furnish them in any manner with powder, lead, fire arms, or with any other kinds of warlike weapons, upon pain of forfeiting, when convicted thereof all the lands they may have acquired by virtue of this Contract.

And it is further mutually agreed between the said parties, that the party of the second part shall be bound to have designated and surveyed, all the lands required for the settlement of the families they are authorized to introduce by virtue of this contract, also, for premium and church lands, within two years from the date of this contract; after which it shall be permitted to any citizen of the County to locate and settle upon any lands which may remain unappropriated within the limits of the tract designated and set aside for said party of the second part.

And it is also understood and agreed upon between the parties to this Contract, that each alternate section of land in said tract, shall be reserved and forever set apart for the use and benefit of the Republic of Texas.

And whereas, by the thirteenth section of an act, entitled, An act granting lands to emigrants passed the fourth day of January A.D. One thousand eight hundred and forty one, power is given to the President to extend the time for the introduction of the first one third of the whole number of families or single men over the age of seventeen years, and, whereas, the emigrants to be introduced and settled under this contract are to be brought from Europe; Therefore, the party of

the first part agrees to extend the terms for the time of six months over and above the time of one year above specified to the Family of the second part for the introduction of the said families or single men.

And it is further agreed between the said parties to this Contract, that if it shall be found to conflict with any of the provisions of the acts aforesaid, it shall so far be considered null and void, and the said acts shall govern the construction to be placed upon it; but this shall not be considered as extending to or affecting any other part of this Contract, that may be consistent with said acts, which shall be and remain in full force.

In testimony whereof, we have hereunto set our hands and affixed our seals, at the City of Houston, this third day of June, in the year of our Lord, one thousand eight hundred and forty two, and of the Independence of the Republic of Texas the seventh.

L. S.

Sam Houston.

Alexandre Bourgeois d'Orvanne [illegible]

Armand Ducos. [illegible]

Attest:

Anson Jones
Secy of State
of the Republic of Texas.

Fisher & Miller No 6

Whereas by the fourth section of an act of Congress, passed the fourth day of January A.D. eighteen hundred and forty one, entitled, "an act granting land to emigrants" the President of the Republic of Texas is authorized to contract with certain persons therein named, for the purpose of colonizing and settling a portion of the vacant and unappropriated lands of the Republic; And whereas by another act of Congress, passed the fifth day of February A.D. eighteen hundred and forty two, entitled, "An Act amendatory of An act granting land to emigrants" Approved January fourth one thousand eight hundred and forty one," the provisions of the act first above recited so far as relates to the authority thereby given to the President to enter into a Contract with W.S. Peters and others, named in said act, to introduce Colonists upon certain terms therein expressed and set forth, are extended to such other company or companies as may be formed and organized for like purposes as the President in his judgment may approve:

Now therefore this contract and agreement made this seventh day of June A.D. one thousand eight hundred and forty two, at the City of Houston, between Sam Houston, President of the Republic of Texas, and Henry Francis Fisher and Burchard Miller and those whom they may associate with them of the second part, witnesseth:

That for and in consideration of the grants and privileges, rights and immunities hereinafter mentioned, the said party of the second part contracts and agrees to introduce or cause to be introduced, a Colony of six hundred families, or single men over seventeen years, within three years from the date of this contract, and to have the same settled within the limits of the

tract of land hereinafter specified and set apart for said party of the second part, all of which families or single men are to be free white inhabitants of a foreign country, and to reside within said limits.

In consideration whereof, the said party of the first part hereby designates, assigns and sets apart for the party of the second part, and for the settlement of said Colony, the following described tract of land, that is to say; Beginning at the mouth of the Llano, thence following its meanders to the head of its main northern branch, thence due South fifty miles, thence North 45° West to the main South West branch of the Colorado, thence following the meanders of said stream to the main river and with its meanders to the place of beginning

And the said party of the first part further contracts and agrees in behalf of the Government of Texas, to give and to grant to each family so introduced by the said party of the second part, who shall reside within the said described limits, six hundred and forty acres of land, to be located in a square, as nearly as possible, within said limits, and to each single man over the age of seventeen years, so introduced, three hundred and twenty acres of land, each of which said Grantee shall be entitled to receive from the Government of Texas a full and absolute title to the same whenever they shall have built a good and comfortable cabin on it, and shall keep in cultivation and under good fence at least fifteen acres on the tract for which they are to receive title. But should the parties of the second part request it, title shall in all cases issue from the Government direct to the said parties of the second part for such portion of the land which each emigrant introduced under the provisions of this Contract may be entitled to,

as may be agreed upon between the said parties of the second part and the said emigrants, provided it does not exceed the one half of such lands.

And the said party of the first part further contracts and agrees to allow the said party of the second part, as a compensation for their services, and in recompense of their labor and expense, a premium of ten dollars of land for every hundred families, and in the same ratio of half dollars for every hundred single men, provided and the premium dollars; but no fractional number less than one hundred shall be allowed any premium. Said premium lands must be selected from the vacant lands within the limits of land above designated and set apart for the settlement of the said colonists.

And the said party of the first part further contracts and agrees in behalf of the Government of the Republic of Texas, to give and grant to each settlement of one hundred families made under the provisions of the before recited acts, in conformity with the conditions of this Contract, one section of six hundred and forty acres of land, each of which said sections shall be located as near the center of the settlement occupied by the same as may be practicable, and shall be used by the said settlement to aid and assist them in the erection of buildings for religious purposes and worship.

And it is hereby mutually agreed by the parties to this Contract that all legal locations that may have already been made within the boundaries by designated, or that may hereafter be made and surveyed previous to the first day of August next, shall be respected, and any locations or surveys made by the said party of the second part or their emigrants on such locations, shall be null and void.

And it is further agreed between the parties to this Contract that should the Party of the second-part have introduced into their said families, or single persons under the age of fifteen years of age, that is to say, one third of the whole number which they have contracted for, within the limits of the Republic before the expiration of one year from the date of this Contract, then the Party of the second part shall forfeit all the lands and immunities, rights and privileges of which they may have previously acquired by virtue of this Contract. But no forfeiture on the part of the Party of the second part shall in any manner affect the rights of such families and single persons as they may introduce, who shall be entitled to their respective grants of land in the same manner as if said Party of the second part had completed their Contract.

And it is further agreed between the parties to this Contract that the following shall be the definition of the word "family" as it is used in this Contract, to wit; Husband, a man and his wife; second, a widower and two or more children under the age of fourteen years, if female, unmarried; third, of a widow, the same and a widower = either of which three shall be considered as constituting a family in the construction of this Contract.

And it is further agreed between the parties to this Contract that the said Party of the second part shall not be permitted to introduce any immigrant who has been guilty of any atrocious crime, or who is of bad moral character, nor shall they or any of the families introduced by them, be permitted to sell or give any spirituous or intoxicating liquors to any Indian or Indians, nor shall they furnish them in any manner with powder, lead, fire arms, or with any other kind of warlike weapons, whatsoever, or [illegible] when convicted thereof, as the case may

may have acquired by virtue of this contract.

And it is further mutually agreed between the said parties that the party of the second part shall be bound to have designated and surveyed all the lands required for the settlement of the families they are authorized to introduce by virtue of this contract, also for premium and church lands, within three years from the date of this Contract, after which it shall be permitted to any citizen of the County to locate and settle upon any lands which may remain unappropriated within the limits of the tract designated and set aside for said party of the second part.

And it is also understood and agreed upon between the parties to this Contract that each alternate section of land, except for the premium and Church lands, shall be reserved and set apart for the use and benefit of the Republic of Texas.

And it is further covenanted and agreed upon by the contracting parties that the said party of the second part shall have the privilege to increase the number of six hundred families or single men, as herein contracted for, to any number up to six thousand families or single men over seventeen years of age, to be introduced and settled upon the lands and within the boundaries herein designated, upon the same terms and with the same stipulations as provided for in this contract respecting the introduction of six hundred families or single men, herein before specified, provided the party of the second part shall within one year from the date hereof give a written notice to the party of the first part of their intention so to do, said notice to embrace the additional number to be introduced, provided; also, that a written notice, given either to the Chargé d'Affaires of Texas for France, or the Consul General of Texas for France, or the Consul

General of Texas for England, within the space of one year from the date hereof, of the extension of this Contract by the party of the second part shall be considered as binding on the party of the first part as if given directly to the Government of Texas. The additional number of families or single men to be introduced under the provisions of this section is to be considered in the light of a new contract to bear date one year from the date of these presents.

And whereas by the thirteenth section of an act entitled, "An Act granting land to emigrants" passed the fourth day of January A.D. One thousand eight hundred and forty one, power is given to the President to extend the time for the introduction of the first one third of the whole number of families or single men over the age of seventeen years; and whereas the emigrants to be introduced and selected under this contract are to be brought from Europe; therefore, the party of the first part, agrees to extend the time for six months over and above the time of one year above specified to the party of the second part for the introduction of the said families or single men.

And it is further agreed between the parties to this Contract, that if it shall be found to conflict with any of the provisions of the acts aforesaid, it shall so far be considered null and void, and the said acts shall govern the construction to be placed upon it; but this shall not be considered as extending to or affecting any other part of this contract, that may be consistent with

said acts, which shall be and remain in full force.

In testimony whereof, we have hereunto set our hands and affixed our seals at the City of Houston, this seventh day of June in the year of our Lord one thousand eight hundred and forty two.

L. S.

Sam. Houston

Henry W. Fisher

B. Miller

Attest:

Anson Jones

Secy of State

of the Republic of Texas.

Horace Burnham Agent for W. S. Peters, et al. No 7

This agreement made and entered into, this 26th day of July 1842, between Horace Burnham of the County of Nacogdoches for himself, and as agent, and for and in behalf of W. S. Peters and others their associates of the first part, and Sam Houston President of the Republic of Texas in behalf of the said Republic of the second part, witnesseth; that whereas, heretofore, to wit; on the 30th day of August in the year 1841, a contract was made and entered into, between the said W. S. Peters and others his associates of the one part and Mirabeau B. Lamar, then President of the said Republic of the other part for the introduction and settlement, within the limits of the said Republic of six hundred families upon certain terms and conditions therein fully set forth, in pursuance of the provisions of an act of the Congress of the said Republic, entitled "An act granting land to emigrants," approved, February 4th 1841.

And whereas subsequently, to wit; on the 9th day of November, 1841, a further agreement between the said parties was made and entered into, by which the said W. S. Peters and others, his associates, undertook and bound themselves to introduce and settle, within the limits of the Republic, an additional number of two hundred families (making in all eight hundred) upon the like terms and conditions.

And whereas, the said W. S. Peters and others his associates have prayed an extension of time for the introduction and settlement of the first one third of the whole number of families agreed by them to be introduced and settled under the contracts above recited.

Now therefore, this agreement witnesseth, that the said Horace Burnham, for himself, and as agent, and for and in behalf of the said W. S. Peters and others their associates in consideration that the President in behalf of the

Republic and by virtue of the authority vested in him by the 13th Section of the Act of Congress aforesaid, hath agreed to extend, and doth hereby extend the time for the introduction of the first one-third of the whole number of families agreed by the said W. S. Peters and others his associates to be introduced as aforesaid, for the term of six months from and after the time within which by the contracts above mentioned, they were bound to introduce the same; that is to say, until the first day of March 1843, for the introduction of two hundred families, one third of the number agreed by them to be introduced under their contract first above mentioned, bearing date August 30th 1841, - and until the ninth day of May 1843, for the introduction of sixty seven additional families, one third of the number agreed by them to be introduced under their contract last above mentioned, bearing date November 9th 1841, and in consideration of the profits and advantages arising and accruing to them the said W. S. Peters and others, his associates by reason of such extension of the time as aforesaid, doth hereby consent, and agree and stipulate with the said party of the second part, that the above mentioned contracts bearing date August 30th 1841, and November 9th 1841, shall be modified as follows, to wit;
The Republic of Texas hereby expressly reserves (except as is hereinafter excepted) each alternate section of six hundred and forty acres of land, to be surveyed at the expense of the said W. S. Peters and others, his associates, throughout the territory that shall be located and settled by the colonists introduced under the Contracts aforesaid, bearing date August 30th 1841 and November 9th 1841, and this agreement altering and modifying the same. And it is understood

that this reservation on behalf of the Republic of each alternate section shall be applicable as well to the premium lands, as to those which may be given to the colonists. And in order that such reservation in behalf of the Republic, of each alternate section as aforesaid may not be productive of loss or inconvenience to the said W.S. Peters and others his associates, it is agreed and understood by and between the parties to this agreement that the limits of the territory designated in the Contract of August 30th 1841, above recited for the settlement of the colonists aforesaid, shall be extended, and the territory within whose limits the said colonists may settle, shall be bounded as follows, that is to say,— Beginning at a point on Red River ten miles west of the North western corner of the tract described in the Contract of August 30th 1841, thence in a Southwardly direction by a line running parallel with the western boundary of said tract, one hundred miles; thence in an eastwardly direction by a line coinciding with the southern boundary of said tract forty four miles, thence Northwardly, by a line running parallel with the eastern boundary of said tract to Red River, thence with the said River to the beginning.

The parties to this agreement do stipulate and agree further, that within the limits of a certain portion of the territory so designated for the settlement of the Colonists as aforesaid, and which is bounded as follows, to wit, beginning at a stake in the eastern boundary of the tract designated and described in the said Contract of August 30th 1841, sixty miles from Red River, thence west fifteen miles, thence South fifteen miles, thence east fifteen miles to a stake in said eastern boundary; thence north fifteen miles to the beginning, the Republic of Texas shall not be entitled to a reservation of each alternate

section of six hundred and forty acres, and that in lieu thereof there shall be surveyed, at the expense of the said W. S. Peters and others, their associates, an equal number of sections, and as nearly as may be, of the same average value in other portions of the territory designated in this agreement for the settlement of the said colonists as aforesaid, Provided, nevertheless, that the said Republic shall not be entitled to more than each alternate section fronting on Red River or other navigable streams in the said territory so designated as aforesaid.

It is understood, that nothing in this agreement shall be so construed as to effect in any manner locations and surveys, that have been heretofore made in accordance with law, in that portion of the territory herein before designated for the settlement of the colonists as aforesaid, which is not included within the limits of the tract designated and described in the Contract of August 30th 1841.

In witness whereof the said parties have hereto subscribed their names, the day and year first above written.

L. S.

Sam Houston

Horace Burnham
Agent for W. S. Peters and their associates (L. Seal)

Attest:

(Seal of Dept. of State)

Joseph Waples
Acting Secretary of State

Victor Pirson No 8.

Whereas, by the fourth section of An act of Congress passed the fourth day of January 1841, entitled, "An act granting land to emigrants", the President of the Republic of Texas is authorized to Contract with certain persons therein named for the purpose of colonizing and settling a portion of the vacant and unappropriated lands of the Republic; and whereas, by another Act of Congress passed the fifth day of February, A.D. 1842, entitled, "An Act amendatory of an act granting land to emigrants" approved 4th January 1841, the provisions of the act first above recited so far as it relates to the authority thereby given to the President to enter into a Contract with W. S. Peters and others (named in said act) to introduce colonists upon certain terms therein expressed and set forth, are extended to such other company or companies as may be formed and organized for like purposes, as the President in his judgment may approve.
Now, therefore, this Contract and agreement made this eighteenth day of November, A.D. eighteen hundred forty two at the town of Washington, between Sam Houston, President of the Republic of Texas, of the first part, and Victor Pirson of Belgium, and associates, of the second part, Witnesseth.

That for and in consideration of the grants and privileges, rights and immunities hereinafter mentioned, the said party of the second part, contracts and agrees to introduce a Colony of one thousand families or single men over seventeen years of age, within three years from the date of this Contract, and to have the same settled within the limits of the tracts of land hereinafter specified and set apart for said party of the second part, all of which families or single men are to be free white inhabitants of a foreign Country, and to reside within said limits.

In consideration whereof, the said party of the first part, hereby designates, assigns and

set apart for the party of the second part, and for the settlement of said Colony, the following described two tracts of land situated on the left bank of the Rio Grande, viz; tract No. 1, commencing at the lower line of the lower grant on said river granted to Messrs. Castro & Pasfaud, and extending down the Rio Grande fifty english miles; thence at right angles with said river twenty five miles, thence in a Northwesterly course parallel with said river to a point intersecting the lower line of the tract of Messrs Castro & Pasfaud twenty five miles from said River, thence with said line to the place of beginning. Tract No 2. Commencing at the upper line of the upper grant on the Rio Grande, granted to Messrs Kennedy and Pringle, and extending up the Rio Grande fifty english miles, thence at right angles with said river twenty five miles, thence in a Southeasterly course parallel with said river to a point intersecting the upper line of the grant to Messrs Kennedy and Pringle twenty five miles from said river, thence with said line to the place of beginning.

And the said party of the first part, further contracts and agrees in behalf of the Government of Texas, to give and to grant to each family so introduced by the said party of the second part, who shall reside within the said described limits; six hundred and forty acres of land, to be located in a square as nearly as possible, within said limits; and to each single man over the age of seventeen years so introduced, three hundred and twenty acres of land; each of which said grantees shall be entitled to receive from the Government of a Texas a full and absolute title to the same; whenever they shall have built a good and comfortable cabin on it, and shall Keep in cultivation and under good fence at least fifteen acres on the tract for which they are to receive title.

And the said party of the first part, further contracts and agrees to allow the said party of the second part, as a compensation for their services, and in recompense of their labor, and expense attendant on the introduction and settlement of the families introduced by them, a premium of ten sections of land for every hundred families and in the same ratio of half sections for every hundred single men so introduced and settled, but no fractional number less than one hundred to be allowed any premium, which said premium lands must be selected from the vacant lands within the limits of the tracts of land above designated and set apart for the settlement of the said Colonists.

And the said party of the first part further contracts and agrees in behalf of the Government of the Republic of Texas, to give and grant to each settlement of one hundred families made under the provisions of the before recited acts in conformity with the conditions of this contract, one section of six hundred and forty acres of land, each of which said sections shall be located as near the centre of the settlement receiving the same as may be practicable, and shall be used by the said settlements, to aid and assist them in the erection of buildings for religious public worship.

And it is further mutually agreed by the parties to this Contract, that all legal locations that may have already been made within the boundaries so designated, or that may hereafter be made and surveyed previous to the first day of March next; shall be respected, and any locations or surveys made by the said party of the second part or their emigrants, on such locations, shall be null and void.

And it is further agreed between the said parties to this Contract, that unless the party of the second part shall have introduced three hundred

and thirty four families or single persons, that is to say, one third of the whole number of families or single persons which they have contracted to introduce, within the limits of the Republics, before the expiration of one year from the date of this Contract, then the said party of the second part shall forfeit all the lands and immunities, rights and privileges, of whatsoever kinds, names and nature that they may have previously acquired by virtue of this Contract. But no forfeiture on the part of the party of the second part shall in any manner prejudice the rights of such families and single men as they may introduce, who shall be entitled to their respective quotas of land in the same manner as if said party of the second part had completed their Contract.

And it is further agreed between the parties to this Contract, that the following shall be the definition of the word "family" as it is used in this instrument, namely,- First, a married man and his wife, Second, a widower and two or more children, if males, under the age of seventeen years, if females, unmarried... Third, if a widow, the same as a widower, either of which three classes shall be considered as constituting a family in the construction of this Contract.

And it is further agreed between the parties to this Contract, that the said party of the second part shall not be permitted to introduce any emigrant who has been guilty of any atrocious crime, or who is of bad moral character, nor shall they, nor any of the families introduced by them, be permitted to sell or give any spirituous or intoxicating liquors to any Indian or Indians, nor shall they furnish them in any manner, with powder, lead, fire arms, or with any other kinds of warlike weapons, upon pain of forfeiting,

when convicted thereof, all the lands they may have acquired by virtue of this Contract.

And it is further mutually agreed between the said parties, that the party of the second part shall be bound to have designated and surveyed all the lands required for the settlement of the families they are authorized to introduce by virtue of this Contract, also, for premium and church lands, within three years from the date of this contract; after which time, it shall be permitted to any citizen of the Country to locate and settle upon any lands which may remain unappropriated within the limits of the tracts designated and set aside for said party of the second part.

And it is also, understood and agreed upon between the parties to this Contract, that each alternate section of land in said tracts, except for the premium and church lands, shall be reserved and forever set apart for the use and benefit of the Republic of Texas.

And whereas, by the 13th section of an Act, entitled "an Act granting Land to emigrants" passed the 4th day of January A.D. 1841, power is given to the President to extend the time for the introduction of the said one third of the whole number of families or single men over the age of seventeen years; and whereas the emigrants to be introduced and settled under this Contract are to be brought from Europe; therefore, the party of the first part agrees to extend the term for the time of six months, over and above the time of one year above specified to the party of the second part, for the introduction of the said families or single men.

And it is further agreed between the said parties to this Contract, that if it shall be found to conflict with any of the provisions

of the acts aforesaid, it shall so far be considered null and void, and the said acts shall govern the construction to be placed upon it; but this shall not be considered as extending to or affecting any other part of this Contract, that may be consistent with said acts, which shall be and remain in full force.

In testimony whereof, we have hereunto set our hands and affixed our seals, at the town of Washington, this eighteenth day of November, in the year of our Lord, one thousand eight hundred and forty two, and of the Independence of the Republic of Texas the seventh.

L. S.

Wm H Wilson

Victor Pidon
by his Attorney
Joseph Rose (Private Seal)

Attest:

Ashton Jones
Secretary of State
of the Republic of Texas.

D. J. Baroe, S. Conwerse, & F. Stearns, etal's No 9

This Indenture, made between Sam Houston, President of the Republic of Texas on the part of said Republic, party of the first part, and Daniel Joseph Carrole, late of London, but now of Texas, Charles Fenton Mercer of Tallahassee, in Florida, in the United States, Thomas Jones Adams, and Martin Stickely of London, England, and Sherman Converse of New York, parties of the second part, witnesseth; That, whereas, by an Act, passed by the Congress of Texas, entitled, An Act granting lands to emigrants" and approved the fourth day of February 1841, the President of the Republic of Texas was authorized to make a Contract with M. S. Peters, Daniel Joseph Carroll, Alexander M. Rae, Pearlan de Libbon, Robert Espie, William H. Edmuzon, Daniel Shillan, Robert Hume, John Salmon, William Pyne, Henry Richards, Robert H. Stringer, W. C. Peters, John C. Bandemere, John Peters, William Scott, Phineas L. Johnson, M. S. Peters, Timothy Bragg and Samuel Browning, collectively, the grantees named in said Act, for the introduction and settlement of emigrants upon the vacant lands of the Republic of Texas, upon the terms and conditions therein named, and whereas the President did make a Contract with the said grantees, under and in pursuance of the provisions of said act, which bears date the thirtieth day of August 1841; and whereas the President did make a further Contract with the same grantees under and by virtue of the provisions of said Act, which bears date the twentieth day of November 1841; and whereas the President did make a yet further Contract with the said grantees, which bears date the twenty sixth day of July 1842; the said last two Contracts being supplementary to and making one with the said first contract, and enlarged,

by a Joint Resolution passed by the seventh Congress of the Republic of Texas and approved January 16th 1843, entitled, a "Joint Resolution to modify the provisions of an Act, entitled "An Act granting land to emigrants" the President of this Republic is authorized to make a further Contract or Contracts with the said grantees named in the said act as aforesaid, or with their assigns or legal representatives to modify and carry out the provisions of the aforesaid Act and Contracts And, whereas, the aforesaid Daniel Joseph Canote, Charles Fenton Mercer, Thomas Jones Mauve, Martin Markley and Sherman Crowell, parties of the second part named in this Contract, are the lawful assigns and legal representatives of the said grantees named in the said act as aforesaid

Now, therefore, in pursuance of the provisions of the aforesaid act approved, February 4th 1841, and of the aforesaid Joint Resolution to modify the provisions of the aforesaid Act, and by virtue of the authority of the same, the parties to this instrument hereby covenant and agree, and in consideration of the grants and privileges, rights and immunities herein made and secured, they do hereby obligate and bind themselves to the terms and conditions of this Contract and to the fulfillment of the same, that is to say.

The parties of the second part for themselves and associates, their heirs, assigns, and legal representatives hereby covenant and agree with the party of the first part to introduce and settle emigrants within the limits prescribed by the aforesaid contracts to the parties named therein, and within such other limits as shall be prescribed by the President of this Republic to the parties of the second part for the purpose, or to their legal representatives within the territory of this Republic and in accordance with the provisions of the aforesaid Act, and Joint Resolution And with a view to the introduction and settlement of emigrants in this Republic in accordance

with the provisions of said Act and resolution, the parties of the second part, for themselves and associates and legal representatives hereby covenant and agree that they will survey or cause to be surveyed, from time to time, such portion of the land within said limits prescribed or to be prescribed as they shall need for the purposes contemplated in said Act and Resolution and in this Contract, into Sections of six hundred and forty acres, or into half Sections of three hundred and twenty acres each at their option, and will build or cause to be built on said land, from time to time, when surveyed, such number of small comfortable houses or cabins of logs or other materials as circumstances shall require, ready for the reception of Emigrants, before their introduction within the said limits prescribed — that they will introduce and settle on said lands, in said houses thus built and prepared for their reception at least two hundred and fifty families each and every year for the term of five years, from and after the first day of July next, and including the number which shall have been introduced and settled within said limits on that day, either by the parties of the second part in the aforesaid Contracts or by the parties of the second part in this Contract — And that they will introduce and settle in like manner as many families more than two hundred and fifty each; and every year, for the five years aforesaid, as they shall be able, but not exceeding the number of ten thousand families in all, under the grant contained in the aforesaid Point Resolution — Provided, that the meaning of the word "family" shall be understood as defined in the aforesaid Contract of August 30th 1841.

And the parties of the second part for themselves and associates and legal representatives, hereby further covenant and agree [illegible]

soon as they shall receive a title from the Government of the Republic of Texas, to any tract or tracts of six hundred and forty or of three hundred and twenty acres of land for the introduction and settlement of families in the houses or cabins built as aforesaid, and upon lands surveyed within the limits prescribed as aforesaid, they will convey to each and every family thus settled, such number of acres of the land as shall be agreed between them the said parties of the second part and the said families respectively, but not less than one hundred and sixty nor more than six hundred and forty acres to any one family.— And that they will include in each Deed of Conveyance made to the legal representatives of a family a clause of defeadance, requiring such family, to enclose with a good fence, and cultivate at least fifteen acres and reside upon the same for three years, or forfeit the title to the Republic of Texas— or that they will name the number of acres stipulated to be given by them the said parties of the second part to each family respectively, and request the Deed of Conveyance to be made for such portion to the families in each case, or their legal representatives, from the Government direct— And the Deed of the remaining portion of a section in each case or of two half sections as the case may be, to the parties of the second part or their legal representatives.

And the said party of the first part, in behalf of the Republic of Texas, hereby Covenants and agrees with the parties of the second part and associates, their heirs, assigns and legal representatives, that they shall be authorized to introduce and settle emigrants within the limits prescribed by the Contract aforesaid of August 30th. 1841, and by the two Contracts aforesaid supplementary thereto, until they shall have settled therein as many families as will entitle them to each and every alternate section

of six hundred and forty acres, or each and every alternate half section of three hundred and twenty acres, included therein according to the terms and conditions herein provided; but the said parties of the second part shall not be required in any case within the limits prescribed in the aforesaid Contracts, or in this contract, or within any limits to be hereafter prescribed, to settle or receive any lot or tract; section or half section of land, which is not of fair quality for agricultural purposes, or which is situated so far into the interior of a Prairie, as to render it inconvenient for settlement — Provided, that all lands which had been located, or shall have been located within any limits prescribed by the aforesaid Contracts, or to be prescribed by this or any other contract to be made hereafter, at or previous to the date of such contracts, shall not be settled, received or occupied by the parties of the second part, under the provisions of this Contract.

And the said party of the first part further Covenants and agrees in behalf of the Republic of Texas, to give and to grant to the said parties of the second part and associates, or to their legal representatives, one section of six hundred and forty acres of land for each family, or two half sections of three hundred and twenty acres for each and every family which they shall introduce and settle as aforesaid, upon the lands comprised within the said limits prescribed by the aforesaid Contracts, or to be prescribed by this or any Contract or Contracts hereafter to be made for the purpose.

Provided, always, that each alternate section or half section of six hundred and forty or three hundred and twenty acres, shall be reserved to the government of this Republic, as aforesaid — and a full and absolute title from the Government of this Republic shall be made in the usual form to the parties of the

second part heads, for each and every section or half section of land, to which they shall be severally entitled under the provisions of this Contract, and shall be conveyed to them the said parties of the second part, or their legal representatives, as soon as, and whenever they shall exhibit to the Commissioner of the General Land Office of the Republic in manner and form as herein provided, the evidence of having conveyed a portion of the land within said limits, and built comfortable small houses on said land thereon and fenced families therein in manner as herein provided, they the said parties of the second part paying for the expense of said titles and conveyances as provided by the act aforesaid February 4th 1841, as aforesaid. Or if said parties of the second part, shall so prefer, their Government shall convey the title of such number of acres as the parties of the second part shall stipulate with the families to be conveyed to them respectively, to their legal representatives of such families desired and the title to the balance of the six hundred and forty acres in such case as cited, shall be made to the parties of the second part or their legal representatives.

And the said party of the first part further Covenants and agrees on behalf of the Republic of Texas, that said parties of the second part shall be allowed and shall receive from the Government, and as further compensation for their services, and as recompense for their heads and settlements, attendant on the introduction and settlement of the families herein provided, a premium of ten sections of six hundred and forty acres, or twenty half sections of 320 acres of land, for each and every hundred families, introduced and settled as aforesaid. But no premium for any fractional number of a hundred families shall be allowed. And whenever due evidence shall have been furnished by the parties

of the second part as hereinafter provided, of twenty
sections each in the districts within said limits
as aforesaid, the said parties shall select said
premium declined, from the declines within said
limits, reserved as aforesaid to the Government
of this Republic; provided, that said parties shall
choose only one section of five hundred acres
and from that date each alternate section of
such reserve declined to make up the ten and
a fifth and undivided title to said premium
declined be elected shall be conveyed to said
parties of the second part or to their legal repre-
sentatives from this Government.

And the said party of the first part, in
behalf of the Republic of Texas, further covenanted
and agreed with the parties of the second part
and associates, assignees legal representatives,
to grant and to cause to each settlement of
one thousand families made as herein and
under the provisions of the aforesaid act and
resolutions to provide this said act, and in
conformity with the limitations of this and the
aforesaid contracts, one section of six hundred
and forty acres of land; each of which sections
shall be located as near as the quality of the
settlement permits to the same as practicable,
and shall be made by said settlement to and
and assistance in the erection of buildings
for religious and public worship and for schools.

And it is hereby further mutually
agreed by the parties to this instrument, that
all lands lying within the territorial limits pre-
scribed within this Republic by the aforesaid
Contracts, or hereafter to be prescribed in pur-
suance of this Contract, or as herein prescribed,
when so designated and set aside to be settled,
and appropriated, under the Act, resolutions
and Contracts herein named, and under this
or any other contract hereafter to be made, with
the parties of the second part, and associates, or

with their legal representatives, and which has not been or shall not have been located, previous to the date of the Contracts made or to be made, by which the limits or boundaries of such lands are so defined and prescribed, shall remain, and be held subject to be so settled and appropriated by the parties of the second part and associates or legal representatives in accordance with their stipulations in this Contract — Provided, that any lands within any and all such limits prescribed, or to be prescribed, which shall not have been conveyed to them, or acquired by them or appropriated under the provisions of this Contract, at the end of five years from and after the first day of July next, or which shall not have been conveyed to them or acquired by them or appropriated under the provisions of this Contract, at any time when they shall have introduced and settled ten thousand families as aforesaid, shall revert to the Government of this Republic.

And it is hereby further mutually agreed by the parties to this instrument, that whenever the parties of the second part and associates or legal representatives, shall have settled, received and appropriated under the provisions of the aforesaid Act and Resolution, and of this and the aforesaid Contracts, and within the limits prescribed by this and the aforesaid Contracts, all the sections of six hundred and forty acres, or half sections of three hundred and twenty acres of land which are suitable for settlement within the meaning of the aforesaid resolution and of this Contract, the President of this Republic shall be required to make such further location or locations, and prescribe such further limits and boundaries within which, said parties of the second part and associates or their legal representatives, shall be authorized to settle the vacant lands of

this Republic, as shall be necessary from time to time, to enable them to carry out the designs, and fulfil the conditions of the aforesaid Act and Resolution and of this Contract — And the President of this Republic, shall prescribe such limits as far as he shall deem it practicable, agreeable to the views and wishes of the said parties of the second part or their legal representatives and at such time or times, at their request, as shall enable them to survey the lands and build the houses or cabins required to prevent interruption or delay to their enterprise.

And it is further mutually agreed that no emigrant shall be introduced by the parties of the second part within the limits of this Republic, who is known to them, to have been guilty of any heinous crime, or to sustain a bad moral character — nor shall said parties of the second part, nor any family introduced by them, be knowingly allowed, to sell or to give, or to furnish to any Indian or Indians, any spirituous liquors, nor any powder, lead, or fire arms, or any kind of warlike weapons; but the said parties of the second part, shall cause each male emigrant of the age of seventeen years and upwards to be supplied, and to bring with him, a good rifle, Yeager or Musket, and at least one hundred rounds of prime ammunition. And said parties shall keep on hand at all times in some convenient place of deposite such quantity of prime ammunition as will enable them to supply to each male emigrant of the age of seventeen years and upwards settled by them not less than one hundred rounds.

And it is hereby further mutually agreed by the parties to this instrument, that the parties of the second part and associates, or legal representatives shall cause the lands within the limits prescribed by the Contract made

or to be made as aforesaid, to be surveyed from time to time, into Sections of six hundred and forty or half Sections of three hundred and twenty acres each as they shall need them for settlement and appropriation as aforesaid, and preparatory to the introduction of emigrants for whom they are designed, and shall cause correct Plats and field notes to be made of all such Surveys, and shall cause correct copies of all such plats or plans, with the ranges of Sections, and the Sections of six hundred and forty or half Sections of three hundred and twenty acres marked and numbered thereon to be made and deposited in the General Land Office of this Republic— And as the parties of the second part shall become entitled to any Section or number of Sections or half Sections, by virtue of having introduced and settled any family or number of families as provided in this Contract, the parties of the second part shall elect the first Section from those marked and numbered on said plat or plan as aforesaid, and shall reserve to the Government of this Republic every alternate Section or half Section which shall not be subject to settlement by them under the provisions of this Contract— Provided, that the premium Sections aforesaid may be selected by the parties of the second part, in manner as herein before described from the alternate Sections so reserved to the government— And provided further that all Sections already located and settled within the limits prescribed by the aforesaid Contracts, and all lands situated within certain limits or boundaries as defined in the aforesaid supplementary Contract which bears date July 26th 1842, and excepted from being subject to a reservation of the alternate Sections to the Government shall not be subject to a reservation of the alternate Sections— and whenever the authorized agent of the said parties of the second part, shall exhibit to the Commissioner of the General Land office of

the Republic of Texas, a Certificate under oath subscribed by two witnesses, and certified by some person qualified by the laws of Texas to administer an oath, that the said parties of the second part and their associates or legal representatives, have built a made comfortable house or cabin, on any number of houses or cabins on the parcel or parcels of land which they are obligated to convey to a family, or families respectively, and that they have actually placed a family or families, severally therein, they shall immediately receive thereafter a title from the Government of this Republic, to as many sections of land of six hundred and forty acres each, as there shall be families certified to in such certificate or certificates, Provided, that no emigrant under seventeen years of age when introduced into the Republic shall afterwards be entitled to receive lands as a settler under this Contract, and that no family or legal representative of a family introduced and settled by the parties of the second part shall be named as a settlement more than one Certificate or shall entitle the parties under any circumstance, to more than one section of land, and that each alternate section shall be reserved to the government in manner aforesaid. — Or if the parties of the second part shall so request, the Government shall convey the title direct to the families of such parcels of land as the parties of the second part shall become obligated to give them, and the balance only of the said six hundred and forty acres shall be conveyed to the said parties of the second part or their legal representatives.

And it is hereby further agreed that correct records of all such conveyances shall be duly kept in the General Land Office of this Republic, and whenever it shall appear that titles have been conveyed to the said

parties of the second part or their legal representatives for the settlement of one hundred families, this Government shall convey to said parties of the second part or their legal representatives, ten premium sections, to be selected by them in manner as aforesaid; and in like manner for each and every full hundred families, ten premium sections, shall be conveyed to said parties until the expiration of the term aforesaid, or the whole number of families authorized by the Resolution aforesaid and by this Contract shall have been introduced and settled.

And it is hereby expressly understood and agreed that the parties of the second part or their legal representatives shall be authorized to introduce and settle in manner and form as herein recited and set forth, and within such limits or boundaries within this Republic, as are herein provided, any number of families not exceeding ten thousand in all, which they shall be able to introduce and settle according to the provisions of the aforesaid act and resolution and of this and the aforesaid Contracts, within the term of five years from and after the first day of July next.

And it is hereby further mutually agreed by the parties to this instrument that if the said parties of the second part and associates or legal representatives shall not obtain from the Congress of this Republic, an act of incorporation, or until they shall have obtained such act they shall be authorized to appoint and invest some person with full authority as their trustee, to receive and hold for them in trust, the titles to such lands as they shall acquire under the provisions of this Contract; and should said parties so desire they shall be authorized at any time to return and surrender such titles or Deeds of trust to this Gov-

~~ownership, and for such titles so surrendered, the~~ government shall make and convey new titles to the same lands to such persons or parties direct as the parties of the second part shall request — or if an Act of incorporation shall be granted to said parties of the second part, all such title deeds may be surrendered and new deeds for the same lands shall be executed by this government to the said Corporation whenever said parties shall have organized under such act — they the said parties of the second part paying the expenses of such deeds of conveyance

And it is hereby further mutually agreed by the parties to this instrument, that the Government of this Republic shall hold all the alternate sections or half sections reserved to them within any and all limits prescribed or to be prescribed to the parties of the second part under the provisions of the aforesaid Contracts or of this or any future Contract, and at the end of five years from and after the first day of July next the said parties of the second part and associates assigns or legal representatives, shall have the preemption right, or the option to purchase of this government all said reserved sections or any large portion of them at the rate of one dollar per acre or at any price which shall be agreed upon less than one dollar per acre, provided, that if a portion only shall be purchased such portion shall include all the sections reserved within the limits in which said portion shall be selected.

And it is hereby further mutually agreed, that the territorial limits or boundaries prescribed for the introduction and settlement of emigrants under the provisions of the aforesaid Act, and by the Contracts aforesaid shall be and they are hereby enlarged and extended as follows, and the lands included therein shall remain and be held by the Government of this Republic for the

hereafter known as the Fifth Section of Township Number Seven North of Range Number Two East of the Penobscot Meridian Line, and the Commissioner of the Land Office is hereby authorized and directed to cause the same to be surveyed and platted as soon as may be after the passage of this Act.

Sec. 2. And be it further enacted, That the Lots reserved for the use of Schools in the several Townships and Plantations, and appropriated by Law for the support of Public Schools, shall be selected by the Agent or Agents appointed by the Governor for that purpose, with the approbation of the Land Agent, and the Commissioner of the Land Office, and the Surveyor General, or a majority of them, and shall be located in as compact a form as practicable, and in such manner as to include the greatest proportion of good land, and the Agent or Agents aforesaid, shall make a return of their doings in the premises to the Land Office, and the Surveyor General, within one year after the passage of this Act.

Sec. 3. And be it further enacted, That the Lots reserved for the use of Schools in the several Townships and Plantations, shall be subject to be sold by the Agent or Agents appointed by the Governor for that purpose, with the approbation of the Land Agent, and the Commissioner of the Land Office, and the Surveyor General, or a majority of them, at public auction, to the highest bidder, after such notice as the Agent or Agents aforesaid, shall deem sufficient, not less than thirty days, nor more than sixty days, and the proceeds of such sales shall be invested by the Treasurer of State, in such manner as the Governor and Council shall direct, and the interest annually accruing thereon, shall be appropriated for the support of Public Schools in such Townships and Plantations, and for no other purpose.

Sec. 4. And be it further enacted, That if the Lots reserved for the use of Schools in the several Townships and Plantations, shall not be sold within five years after the passage of this Act, they shall be subject to taxation, and the inhabitants of such Townships and Plantations, shall be entitled to the benefit of the Laws of this State, relating to the assessment and collection of taxes, in the same manner as the inhabitants of other Townships and Plantations, and the Assessors of the Plantation in which such Lots are situated, shall annually assess the same, at a valuation not exceeding the valuation of the adjoining lands of the same quality, and the Treasurer of State shall annually issue his warrant to the Collector of such Plantation, for the collection of the taxes assessed thereon, and the Collector shall proceed to collect the same, in the manner provided by Law, for the collection of taxes assessed in unorganized Townships, and shall pay the same over to the Treasurer of State, and the Treasurer shall credit the same to the Fund from which the purchase money was originally paid, and the Land Agent shall not execute any deed of such Lots, until the taxes assessed thereon, shall have been paid into the Treasury of State, and the Treasurer shall certify to the Land Agent, that the taxes have been

Government in order to defer it to a satisfactory Peace
on England at the market rate of Exchange, within five
months from and after the expiration of three years
aforesaid, and if such Bonds shall have been
duly delivered to the Secretary of the Treasury
previous to the end of the first year aforesaid,
they shall then have the option to surrender at the
expiration of the second year aforesaid,
the original Bonds and receive in lieu thereof
Bonds of the same tenor and date of the Bonds
so surrendered, with the same Coupons annexed

The United States of the first
part have hereunto set their
Name, and caused the Great
Seal of the Republic to be affixed.
And the said parties of the second part have
hereunto set their names
and affixed their Seals. Done at
the City of Washington this twen-
tieth day of January A.D. One
thousand eight hundred and
sixty three, and of the Independence
of the United States.

Wm Fessenden

(as Secretary of the Treasury)

Approved

A. Lincoln

Charles F. Morse } By their Attorney
Thomas Sears Morse } Danl J Carter
Charles Morse } D. Corcoran

Attest:

John Hay
Secretary of State

Whereas, by the fourth section of an act of Congress passed the fourth day of January A.D. eighteen hundred and forty one, entitled, "An Act granting land to emigrants," the President of the Republic of Texas is authorized to contract with certain persons therein named for the purpose of colonizing and settling a portion of the vacant and unappropriated Lands of the Republic; and whereas, by another Act of Congress passed the fifth day of February A.D. eighteen hundred and forty two, entitled, "An act amendatory of an act granting land to emigrants approved January 4th. One thousand eight hundred and forty one," the provisions of the act first above recited so far as relates to the authority thereby given to the President to enter into a contract with N. S. Peters and others (named in said act) to introduce colonists upon certain terms therein expressed and set forth, are extended to such other Company or Companies as may be formed and organized for like purposes as the President in his judgment may approve. Now, therefore, this Contract and agreement made this third day of June A.D. One thousand eight hundred and forty two, at the City of Houston, between Sam Houston, President of the Republic of Texas, of the first part, and Alexandre Bourgeois (d'Orvanne) & Simond Ducos, and their associates of the second part, witnesseth.

That for and in consideration of the grants and privileges, rights and immunities, hereinafter mentioned, the said party of the second part, contracts and agrees to introduce or cause to be introduced, a Colony of twelve hundred families, or single men over seventeen years of age, within three years from the date of this Contract, and to have the same settled within the limits of the tract

of land hereinafter specified and set apart for said
party of the second part, all of which families
or single men are to be free white inhabitants
of a foreign country, and to reside within said
limits:

In consideration whereof, the said party
of the first part, hereby designates, additional
lots of land for the party of the second part, and for
the settlement of said Colony, the following de-
scribed tract of land, that is to say, Commencing
at the junction of the Rio Brazos with the Rio
Medina, thence extending up the Brazos
to its source, thence due North to the Salinas,
thence extending along the Salinas to the source
of that stream, thence in a direct line to
the source of the Arroyo de Alcalde, thence
in a direct line to the source of the Southern
branch of the Rio Frio, thence extending
down the said stream to the junction of
the Rio Frio with the Arroyo de Alcalde,
thence extending along the line of the grant
made to Henri Castro and D. Seguine to the
South eastern corner of said grant, thence
in a direct line to the place of beginning.

And the said party of the first part,
further Contracts and agrees in behalf of the
Government of Texas, to give and to grant
to each family, so introduced by the said party
of the second part, who shall reside within the
said described limits, One hundred and forty acres
of land to be located in a square, as nearly as
possible within said limits; and to each single
man over the age of seventeen years, so intro-
duced, three hundred and twenty acres of land,
each of which said grantee shall be entitled to
receive from the Government of Texas a free
and absolute title to the same whenever they
shall have built a good and comfortable
cabin on it, and shall keep in cultivation
and under good fence at least fifteen acres

on the tract for which they are to receive title. But should the parties of the second part neglect it, title shall in all cases due from the Government direct to the said parties of the second part, for each section of the land which each emigrant introduced under the provisions of this Contract may be entitled, as may be agreed upon between the said parties of the second part and the said emigrants, provided it does not exceed the one half of such land.

And the said party of the first part further contracts and agrees to allow the said party of the second part, as a compensation for their services, and in recompense of their labor, and expense attendant on the introduction and settlement of the families introduced by them, a premium of ten sections of land for every hundred families, and in the same ratio of half sections, for every hundred single men so introduced and settled, but no fractional number less than one hundred will be allowed any premium, which said premium lands must be selected from the vacant lands within the limits of the tract of land above designated and set apart for the settlement of the said Colonists.

And the said party of the first part further contracts and agrees in behalf of the Government of the Republic of Texas to give and grant to each settlement of hundred families, made under the provisions of the before recited acts, in conformity with the conditions of this contract, one section of six hundred and forty acres of land, each of which said sections shall be located as near the centre of the settlement receiving the same as may be practicable; and shall be used by the said settlements to aid and assist them in the erection of buildings for religious public worship.

And it is further mutually agreed by the parties to this contract, that all legal locations that may have already been made within the boundaries so designated, or that may hereafter be made and surveyed previous to the first day of August next, shall be respected, and any location or surveys made by the said party of the second part or their emigrants on such locations shall be null and void.

And it is further agreed between the said parties to this contract, that unless the party of the second part shall have introduced four hundred families, that is to say, one third of the whole number of families which they have contracted to introduce, within the limits of the Republic, before the expiration of one year from the date of this Contract, then the said party of the second part shall forfeit all the lands and communities, rights and privileges, of whatsoever kinds, name and nature, that they may have previously acquired by virtue of this Contract. But no forfeiture on the part of the party of the second part shall in any manner prejudice the rights of such families and single persons as they may introduce, who shall be entitled to their respective quotas of land in the same manner as if said party of the second part had completed their contract.

And it is further agreed between the parties to this Contract that the following shall be the definitions of the word "family" as it is used in this instrument, namely. First, a married man and his wife. Second, a widower and his or more children, if males under the age of seventeen years, if females unmarried. Third, if a widow, the same as a widower, either of which three classes, shall be considered as constituting a family in the construction of this Contract.

And it is further agreed between the parties to this Contract, that the said party of the second part, shall not be permitted to introduce

any emigrant who has been guilty of any atrocious crime, or who is of bad moral character, nor shall they, nor any of the families introduced by them be permitted to sell or give any spirituous or intoxicating liquor to any indian or indians, nor shall they furnish them in any manner, with powder, lead, firearms or with another kind of warlike weapons, upon pain of forfeiting, when convicted thereof, all the lands they may have acquired by virtue of this Contract.

And it is further mutually agreed between the said parties, that the party of the second part shall be bound to have designated and surveyed, all the lands required for the settlement of the families they are authorized to introduce by virtue of this Contract, also, for premium and church lands within three years from the date of this Contract, after which it shall be permitted to any citizen of the Country to locate and settle upon any lands which may remain unappropriated within the limits of the tract designated and set aside for said party of the second part.

And it also understood and agreed upon between the parties to this Contract, that each alternate section of land in said tract, except for the premium and church lands shall be reserved and forever set apart for the use and benefit of the Republic of Texas.

And it is also understood and agreed upon, that the said party of the second part, will have the privilege to introduce and settle upon the lands herein designated, an additional number of four hundred families, or single men over seventeen years of age, provided, the said party of the second part, shall within one year from the date of this Contract, give to the party of the first part a written notice of an intention so to do,

which additional numbers shall be introduced and settled agreeably to the terms of this Contract as provided for the twelve hundred families or single men over seventeen years of age herein above specified.

And whereas, by the thirteenth clause of an Act entitled "An Act granting Lands to emigrants, passed the fourth day of January (A.D. One thousand eight hundred and forty one)" power is given to the President to extend the time for the introduction of the first one third of the whole number of families or single men over the age of seventeen years, and whereas, the emigrants to be introduced and settled under this Contract are to be brought from Europe; therefore, the party of the first part agrees to extend the term for the time of six months over and above the time of one year above specified to the party of the second part for the introduction of the said families or single men.

64. And it is further agreed between the said parties to this contract, that if it shall be found to conflict with any of the provisions of the acts aforesaid it shall so far be considered null and void, and the said acts shall govern the construction to be placed upon it; but this shall not be considered as extending to or affecting any other part of this contract, that may be consistent with said acts, _____

which shall be endorsed on fair price.

Testimony whereof we have hereunto set our hands and affixed our seals at the City of Houston, this third day of January the year of our Lord, one thousand eight hundred and forty two, and of the Independence of the Republic of Texas the seventh.

L. S.

Sam Houston

Alexandre Bourgeois, d'Orvanne

Amand Ducos

Attest:

Anson Jones

Secretary of State
Of the Republic of Texas.

Fisher & Miller No 11

Whereas by the fourth section of an Act of Congress, passed the fourth day of February, A.D. 1841, entitled, "An Act granting Land to emigrants", the President of the Republic of Texas is authorized to Contract with certain persons therein named for the purpose of Colonizing and settling a portion of the vacant and unappropriated Lands of the Republic; and Whereas by another act of Congress passed the fifth day of February A.D. 1842, entitled, "An Act amendatory of an Act granting Land to Emigrants," approved February fourth A.D. 1841, the provisions of the act first above recited so far as relates to the authority thereby given to the President to enter into Contract with W. S. Peters and others named in said Act to introduce Colonists, upon certain terms therein named and set forth, are extended to such other Company or Companies as may be formed and organized for the like purposes as the President in his judgment may approve;— Now, therefore, this Contract and agreement made this first day of September; 1843, at the town of Washington, between Sam Houston, President of the Republic of Texas of the first part, and Henry Francis Fisher, of Nassau Cassel; in Germany, now of Harris County and Republic of Texas, Burchard Miller, of Germany, now of Harris County and Republic of Texas, their heirs and those whom they may associate with them, of the second part, Witnesseth;

That for and in consideration of the grants and privileges, rights and immunities hereinafter mentioned the said party of the second part Contracts and agrees to introduce or cause to be introduced a Colony of six hundred families or single men over 17 years of age within three years from the date of this Contract and to have the same settled within the limits of the tracts of land hereinafter specified and

set apart for said party of the second part, all of which families or single men over 17 years of age are to be free, white inhabitants of a foreign country and to reside within said limits.

In consideration whereof the said party of the first part hereby designated, assigned and set apart for the party of the second part and for the settlement of said Colony, the following described tract of land, that is to say; Beginning at the mouth of the Llano, thence following its meanders to the head of its main southern branch, thence due south fifty miles, thence South 45° West to the Colorado River, thence following the meanders of said Stream to the place of beginning.

And the said party of the first part further Contracted and agreed with behalf of the Government of Texas, to give and to grant to each family, so introduced by the said party of the second part, who shall reside within the said described limits, Sixteen hundred and forty acres of Land to be located in a square as nearly as possible, within said limits, and to each single man over the age of 17 years, so introduced, three hundred and twenty acres of land, each of which said Grantees shall be entitled to receive from the Government of Texas a full and absolute title to the same, whenever they shall have built a good and comfortable cabin in it, and shall keep in cultivation and under good fence at least fifteen acres on the tract for which they are to receive title. But should the parties of the second part neglect it, title shall in all cases issue from the Government direct to the said parties of the second part for such portion of the land to which each emigrant introduced under the provisions of this Contract may be entitled to, and which the said parties of the second part may have acquired by agreement from the said Emigrant, provided, it does not exceed the one half of said land.

And the said party of the first part

further Contracted and agreed to allow the said party of the second part, as a compensation for their services and in recompense of their labor and expenses, a premium of ten dollars for every one hundred families, and in the same ratio of one dollar for every one hundred single persons received and settled; but no fractional number less than one hundred shall be allowed any premium. Said premium lands must be selected from the vacant lands within the limits of the tract of land above designated and set apart for the settlement of said Colonists. — And whereas, said party of the second part has performed the services stipulated by the said party of the first part, that they have within the time and settled within the limits of their Colony at least one hundred families, or single persons over 17 years of age, the Government of the Republic of Texas, shall convey to the said party of the second part such premium lands to which they may be entitled by the provisions of this Contract.

The said party of the first part further Contracts and agrees in behalf of the Government of the Republic of Texas, to give and grant, to each settlement of 100 families made under the provisions of the before recited Acts, in conformity with the conditions of this Contract One Section of 640 acres of land each of which said sections shall be located as near the centre of the settlement receiving the same as may be practicable and shall be used by the said settlement to aid and assist them in the erection of buildings for religious, public township and for school.

And it is hereby mutually agreed by the parties to this Contract that all legal locations that may already have been made within the boundaries so designated up to the

date of this Contract shall be rejected.

And it is further agreed between the parties to this Contract, that unless the party of the second part shall have introduced two hundred families or single men over the age of 17 year, that is to say, one third of the whole number which they have contracted for within the limits of the Republic before the expiration of one year from the date of this Contract; then the said party of the second part shall forfeit their Contract; But no forfeiture on the part of the party of the second part shall in any manner prejudice the rights of such families and single persons as they may introduce, who shall be entitled to their respective grants of land in the same manner as if the said party of the second part had completed their Contract.

And it is further agreed between the parties to this Contract that the following shall be the definition of the word "family" as it is used in this instrument, namely, 1st., A man and his wife; 2d., a widower and two or more children, if males, under the age of 17 years, if females, unmarried; 3d. if a widow, the same as a widower — either of which three classes shall be considered as constituting a family in the construction of this Contract.

And it is further agreed between the parties to this Contract that the said party of the second part shall not be permitted to introduce any emigrant who has been guilty of any atrocious crime, or who is of bad moral character; nor shall they, nor any of the families introduced by them, be permitted to sell or give any spirituous or intoxicating liquors to any Indians, nor shall they furnish them in any manner with powder, lead, fire arms, or with any other kind of warlike weapons, upon pain of forfeiting, when convicted thereof, all the lands they may have acquired by virtue of

this Contract.

And it is further mutually agreed between the Contracting parties that the said party of the second part shall be bound to have designated and surveyed all the land required for the settlement of the families they are authorized to introduce under the terms of this Contract; also, for premium and Church lands, within three years from the date of this Contract, after which it shall be permissible to any citizen of the Country to locate and settle any land within any unappropriated territory the limits of which not designated and set aside for the said party of the second part:

And it is also understood and agreed upon between the parties of this Contract that each alternate section of land, except for the premium and church lands, shall be reserved and set apart for the sole and benefit of the Republic of Texas

10 And it is further agreed by the parties to this Contract that whenever the parties of the second part shall have settled under the provisions of this Contract and within the limits prescribed by this Instrument all the sections or half sections of land which are suitable for settlement, the President of the Republic of Texas shall be required to make such further location or locations, and prescribe such further limits and boundaries within which the said parties of the second part shall be authorized to locate the vacant lands of the Republic, as shall be necessary, from time to time, to enable them to carry out the designs and fulfil the conditions of this Contract. And the President of the Republic of Texas, shall prescribe such limits as far as he shall deem it practicable agreeably to the views and wishes of the said parties of the second part and at such time

ordained, at their request, not shall enable them to carry out their enterprise without interruption or delay.

And it is hereby further mutually agreed by the contracting parties that if the said parties of the second part shall not obtain from the Congress of the Republic of Texas an Act of Incorporation or until they shall have obtained such Act, they shall be authorized to appoint and invest some person with full authority as their Trustee to receive and hold for them in trust, the titles to such lands as they shall acquire under the provisions of this Contract and should said parties desire, they shall be authorized at any time to return and surrender such titles or deeds of trust to this Government and for such titles so surrendered this Government shall make and execute new titles to the same lands to such person or parties directed as the parties of the second part shall require. or if any part of said lands shall be granted to said parties of the second part all such trust deeds may be surrendered and new deeds for the same lands shall be executed by this Government to the said Corporation whenever said parties shall have organized under such Act. Thus, the said parties of the second part bearing the expenses of such deeds of conveyance.

And it is further covenanted and agreed upon between the Contracting parties, that the said party of the second part shall have the privilege to increase the number of six hundred families or single men as herein contracted for, to any number not to six thousand families or single men over 17 years of age to be introduced and settled upon the land and within the boundaries herein designated, upon the same terms and with the same stipulations as provided for in this Contract respecting the introduction of six hundred families or single men, herein before specified, provided, the party of the second part shall within one year from

the date hereof give a written notice to the party of the first part of their intention so to do, which notice shall embrace the additional numbers to be introduced, provided, also, that a written notice, given either by the Chargé d'Affaires of Texas for France, or the Secretary General of Texas for France, or the Consul General of Texas for England, or the Chargé d'Affaires of Texas for Germany, or the Consul General of Texas for Germany, within the space of one year from the date hereof, of the cancellation of this Contract by the party of the second part, shall be considered sufficient in the premises to cancel this Contract at the end of the first year, but if not given as aforesaid, then this Contract shall be considered in force for another year, and so from year to year, unless notice as aforesaid shall be given.

And it is further agreed between the parties to this Contract that if it should be found to conflict with any of the provisions of the acts aforesaid, it shall be so far be

And it is further agreed that the party of the first part shall have the right to introduce one third of the whole number of families or single men over the age of 17 years, and entered into engagements to be introduced and settled under this Contract on or before the 1st day of January, 1844, provided notice be given to the President by the party of the first part, of their intention so to do, within one year from the date hereof, of the cancellation of this Contract by the party of the second part, shall be considered sufficient in the premises to cancel this Contract at the end of the first year, but if not given as aforesaid, then this Contract shall be considered in force for another year, and so from year to year, unless notice as aforesaid shall be given.

And it is further agreed that the party of the first part shall have the right to introduce one third of the whole number of families or single men over the age of 17 years, and entered into engagements to be introduced and settled under this Contract on or before the 1st day of January, 1844, provided notice be given to the President by the party of the first part, of their intention so to do, within one year from the date hereof, of the cancellation of this Contract by the party of the second part, shall be considered sufficient in the premises to cancel this Contract at the end of the first year, but if not given as aforesaid, then this Contract shall be considered in force for another year, and so from year to year, unless notice as aforesaid shall be given.

And it is further agreed between the parties to this Contract that if it should be found to conflict with any of the provisions of the acts aforesaid, it shall be so far be

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And it is further agreed between the parties to this Contract that if it should be found to conflict with any of the provisions of the acts aforesaid, it shall be so far be

consideration mutually and to which the said parties govern the construction to be placed upon it, but this shall not be considered as extending to or affecting any other part of this Contract, that may be inconsistent with said acts, which shall remain in full force and virtue.

In testimony whereof, the said party of the first part hath hereunto signed his name and caused the Great Seal of the Republic to be affixed; and the said parties of the second part have also, signed their names, and affixed their seals.

Done at Washington, the fifth day of September, in the year 1843, and of the Independence of the Republic the sixty-eighth.

L. S.

John C. Calhoun

Henry A. Fisher (Seal)

Richard Miller
for Henry A. Fisher (Seal)

Attest:

Anson Jones

Secretary of State.

14

William Pringle and James Grieve — No. 12.

Whereas, by the fourth section of an act of Congress, passed the fourth day of February A.D. eighteen hundred and forty one, entitled, "An Act granting land to emigrants," The President of the Republic of Texas is authorized to Contract with certain persons therein named for the purpose of Colonizing and settling a portion of the vacant and unappropriated lands of the Republic;

And whereas, by another act of Congress passed the fifth day of February, A.D. eighteen hundred and forty two, entitled, "An Act amendatory of "an act granting lands to emigrants", approved February fourth one thousand eight hundred and forty one, the provisions of the Act first above recited, so far as relate to the authority thereby given to the President to enter into a Contract with W. S. Peters and others, named in said Act, to introduce Colonists upon certain terms therein expressed and set forth, are extended to such other Company or Companies as may be formed and organized, for like purposes, as the President may, in his judgment, approve;

Now, therefore, this Contract and agreement, made this first day of November, (A.D.) one thousand eight hundred and forty three, at the Town of Washington, between Sam Houston, President of the Republic of Texas, on the part of said Republic, of the first part, and William Pringle, James Grieve and their associates, of the second part — Witnesseth:

That for and in consideration of the grants and privileges, rights and immunities hereinafter mentioned, the said parties, of the second part, Contract and agree to introduce,

or can be introduced, a colony of six hundred families, or single men over seventeen years of age, within three years from the date of the contract, and to have the same settled within the limits of the tracts of land, hereinafter specified and set apart for said families or the said hundred single men, are to be free white inhabitants of a foreign Country, and to reside within said limits.

And in consideration whereof the said Party of the first part, hereby designated, as Empresario and Colonizer, for the said tracts, of the second part, and for the settlement of the said Colony, the three following described tracts of land, that is to say, — tract No. 1, commencing at a point where the upper Presidio Rio Grande road crosses the river Nueces, and extending thence in a direct line to the head springs of the River Leona, including the said springs, thence in a direct line to the point of confluence of the Arroyo de Leon with the Rio Frio, thence down the main branch of the Rio Frio to the crossing of the road from San Antonio to Laredo, thence along the line of said road to the River Nueces, thence along the Western bank of the said River to the point of beginning.

Tract No. 2. containing one fourth part of a tract twenty miles in breadth on the east bank of the Rio Grande, commencing on the Rio Grande five miles below the crossing of the road from the Salt Lake of San Patricio County to Camargo, and stretching eastwardly along the left bank of the Rio Grande to a point ten miles below the Colored Stony, which tract is to be divided into four equal parts, each fronting on the Rio Grande, which are to be numbered 1. 2. 3 and 4. the number 1 commencing at the lowest point on the Rio Grande, the fourth to be set apart

and designated as district No. 21, to William Wright, James Shirley and their associates, in the said District No. 21 of the above division.

Sixth. That the said parties to William Wright James Shirley, and their associates, in the said District No. 21 of said division.

Seventh, That the said parties of the first part further contracted and agreed, in behalf of the Government of Texas, to give and to grant to each family who should settle in the said districts of the second part, who should settle within the said described limits, six hundred and forty acres of land, to be located in a square, as nearly as possible so, within said limits, and to each single man over the age of seventeen years, one hundred and three hundred and twenty acres of land, each of which said grantees shall be entitled to receive from the Government of Texas a pre-emption and absolute title to the same, provided they shall have built a good and comfortable cabin upon it, and shall reside upon and cultivate some portion of it for three years.

And the said party of the first part further contracted and agreed to allow the said parties of the second part, as a compensation for their services, one million acres of the lands of the said district, attendant on the introduction and settlement of the families introduced by them, a premium of ten (10) sections of land for every hundred families, and the same ratio of half sections for every hundred single men, so introduced and settled, but no fractional number less than one hundred will be allowed any premium, which said premium lands must be selected from the vacant lands within the limits of the tracts of lands above designated and set

apart for the settlement of the said Colonists.

And the said party of the first part, for the Contract and agreed, on behalf of the Government of Texas, to give and grant to each settlement of one hundred families, made under the provisions of the before recited Acts, in Conformity with the Conditions of this Contract, one section of six hundred and forty acres of land, each of which said sections, shall be located as near the centre of the settlements, receiving the same, as may be practicable and shall be made by the said settlements to aid and assist them in the erection of buildings for religious, public worship.

And it is hereby mutually agreed by the parties to this Contract that all legal locations that may have already been made within the boundaries, so designated, or that may hereafter be made and surveyed, previous to the first day of February next, shall be respected and any locations or surveys made by the said parties of the second part, or their emigrants, on such locations shall be null and void.

And it is further agreed between the said parties to this Contract that all lands, lying within the limits of the tracts which have been designated and set aside for the said parties, of the second part, which shall not be appropriated, according to the terms of this Contract, to the emigrants or for premium of church lands, shall, after the expiration of three years, revert to and remain the sole property of the Government of Texas as a part of the public domain.

And it is further agreed between the parties to this Contract that unless the parties, of the second part, shall have introduced two hundred families, that is to say, one third of the whole number of families, which they have contracted to introduce within the limits of the Republic,

before the expiration of one year from the date of this Contract, then the said parties, of the second part, shall forfeit all the lands and immunities, rights and privileges, of whatsoever Kind, name and nature, that they may have previously acquired, by virtue of this Contract, but no forfeiture, on the part of the parties, of the second part, shall in any manner prejudice the rights of such families and single persons as they may introduce who shall be entitled to their respective grants of land in the same manner as if the said parties, of the second part, had completed their Contract.

And it is further agreed between the parties to this Contract that the following shall be the definition of the word "family," as it is used in this instrument, namely; first; a man and his wife; second, a widower and two or more children, if males, under the age of seventeen years, if females, unmarried; third, a widow, the same as a widower, either of which three classes shall be considered as constituting a family in the Construction of this Contract.

And it is further agreed between the parties to this Contract that the said parties, of the second part, shall not be permitted to introduce any emigrant who has been guilty of any atrocious crime, or is of bad moral character, nor shall they, nor any of the families or persons, introduced by them, be permitted to sell or give any spirituous or intoxicating liquors to any Indians or Indians, nor shall they furnish them in any manner with powder, lead, fire arms, or with any kind of warlike weapons, upon pain of forfeiting, upon conviction thereof, all the lands they may have acquired, by virtue of this Contract.

And it is further mutually agreed

between the said parties that the parties of the second part, shall be bound to have designated and surveyed all the lands required for the settlement of the families they are authorized to introduced, by virtue of this Contract, also, for premium and church lands within three years from the date of this Contract, after which it shall be permitted to any Citizen of the Country to locate and settle upon any lands which may remain unappropriated within the limits of the tracts designated and set aside for said parties of the second part;

And it is also understood and agreed upon between the parties to this Contract that each alternate section of land in the tracts of two (2) and three (3) on the Rio Grande except for the premium and church lands shall be ceded and conveyed as aforesaid for the use and benefit of the Republic of Texas.

And it is also understood and agreed upon that the said parties of the second part, will have the privilege to introduce and settle upon the lands, herein designated, an additional number of five hundred families, a single man over seventeen years of age, provided the said parties, of the second part, shall within one year from the date of this Contract, give to the party of the first part, a written notice of an intention so to do, which additional number shall be introduced and settled agreeable to the terms of this Contract, as provided for the six hundred families, or single men over seventeen years of age; herein before specified.

And whereas, in the thirteenth section of an Act entitled, "An Act granting land to emigrants" passed on the fourth day of February, A.D. one thousand eight hundred and forty one, power is given to the President to

extend the time for the introduction of the first one third of the whole number of families, or single persons over the age of seventeen years, And, whereas, the emigrants to be introduced and settled, under this Contract, are to be brought from Europe;

Therefore, the party of the first part, agrees to extend the term for the time of six Months, over and above the time of one year, above specified, to the parties, of the second part, for the introduction of the said families or single persons.

And it is further agreed between the said parties to this Contract that if it shall be found to conflict with any of the Acts aforesaid, it shall be so far be considered null and void, and the said Acts shall govern the construction to be placed upon it, but this shall not be considered as extending to, or affecting, any other part of this Contract that may be consistent with said Acts, which shall be and remain in full forces.

In testimony whereof we have hereunto set our hands and affixed our seals, at the Town of Washington, this first day of November, in the year of our Lord, one thousand eight hundred and forty three.

Adam Hewston

Wm. Wright and
James Grieve h. p.
William Kennedy.

Charles F. Mercer — No. 13

This Contract made the twenty ninth day of January eighteen hundred and forty four between Sam Houston President of the Republic of Texas, acting in behalf of the Republic of the first part, and Charles Fenton Mercer late of the State of Virginia but now of the City of Galveston, in the Territory of Florida in the United States of America and such associates as the said Grantee shall of the second part, Witnesseth, that, whereas, by an Act passed by the Congress of Texas, entitled, "An Act granting land to emigrants," approved February 4th 1841, the President of the Republic of Texas was authorized to make a Contract with any persons named in the said Act, for the introduction and settlement of emigrants, upon the vacant lands of the Republic of Texas, upon certain terms and conditions, therein specified the provisions of which Act were extended and made general, and perfected, by a subsequent Act, amendatory thereof, approved the 5th of February 1842; and, whereas, by a Joint Resolution of the Congress of Texas, "To modify the provisions of an Act entitled, an Act granting lands to emigrants," approved the 16th of January 1843, the President of the Republic of Texas was authorized to make such further Contracts or Contracts with the grantees named in the aforesaid Act, or with their assigns, or legal representatives, as shall be deemed by him, for the benefit of the Republic; and as shall not be inconsistent with the provisions of the said Act: And, whereas, the said Charles Fenton Mercer is the legal representative of part of the said grantees, one of whom died in London prior to the passage of the act of

the 4th of September 1841, before mentioned and five others of whom, addressed to the said Charles S. Taylor, among other things, their interests in the said bill; and also contracts made heretofore thereto, by an addressment and transfer of their interests aforesaid, wherein, the 22nd day of September, eighteen hundred and forty-one and the said Charles Taylor acting in behalf of the said Republic of Texas, to introduce and settle within the limits hereinafter described, by the first part, or within such other limits as may hereafter be described by the President of the Republic of Texas, for the purpose aforesaid and in accordance with the provisions of the said aforesaid and the said Joint Resolution, and within the term of five years from the date hereof, as many emigrant families as he and his associates can settle within the said limits, to be hereinafter described as aforesaid at the rate of one family for every section of one mile square of vacant or unappropriated land within said limits;

and for their purpose the party of the second part and his associates or their legal representatives shall cause the unappropriated lands within the prescribed limits to be surveyed as needed for the purpose of settlement into sections of six hundred and forty acres, or half sections of 320 acres each, at their option; and shall cause to be built, from time to time, as needed, such number of log cabins or small houses constructed of other materials, as circumstances shall require, for the comfortable accommodation of each family introduced and settled as aforesaid: the number of families to be settled in each of the five years succeeding the date hereof shall not be less than one hundred in each and every year of the said term. And for the better and more definite description of what is meant by the term family, the following meaning shall be understood to be expressed thereby, viz; that each family shall consist of at least a man and his wife; or of a widower and two or more children, if males, under the age of seventeen years, if females, unmarried; or of a widow and two or more children, under the age of seventeen years, if males, and above 17 years of age; in which case one child shall suffice; or of two single men, over the age of seventeen years.

And the party of the second part and his associates further covenant and agree with the Republic of Texas, the party of the first part that as soon as they shall receive a title from the Government of the Republic, to any tract or tracts of 6400 acres, or of 320 acres of land, for the introduction and settlement of the families aforesaid they will convey to each and every family aforesaid such number of acres of land as shall be agreed between them the said party of the second part and his associates, and the said families;

respectively, but not less than 160 acres nor more than 640 acres to any one family and that the title shall include in each deed of conveyance to a family, a clause of defeasance requiring such family to enclose, with a good fence and cultivate, at least fifteen acres of the lands so conveyed, and to reside upon the same for three years, or forfeit the title to the Republic, or the party of the second part shall name the number of acres stipulated to be given to each family as aforesaid and request that the deed of conveyance be made thereof to the several families respectively or their legal representatives direct by from the Government of the Republic; and in that case the deed for the remaining portion of a section or of two half sections as the party of the second part may desire shall be made by the Government to the said party or their legal representatives.

And the party of the first part, in behalf of the Republic of Texas, hereby covenants and agrees with the party of the second part, their heirs, executors, administrators and assigns, or legal representatives that they shall be authorized to introduce and settle emigrants forthwith the limits hereinafter described until they shall have settled thereon as many families, as shall entitle them to each and every alternate section of 640 acres or to each and every alternate section of 320 acres included as well as to all other sections thereon according to the terms and conditions herein provided. But the said party of the second part shall not be required, in any case, to settle, or receive or purchase any lot or tract of land, section or half section, or fractional part of a section, which is not of fair quality for agricultural purposes, or which is so far

situated, in the interior of a prairie, as to render it inconvenient for settlement; Provided, however, that all the lands which have been legally located within the limits hereinafter prescribed, according to the provisions of the existing and valid land laws, shall not be settled, occupied, or purchased, by the party of the second part, under, or by virtue of this Contract, but no location, within the said limits, made subsequent to the date of this Contract, shall constitute any bar to the purchase or settlement of any part of the lands, hereby set apart and appropriated for Colonization, by the second party, to this Contract or their legal representatives.

And the said party of the first part, further, covenants and agrees, in behalf of the Republic, to give, grant, and convey to the said party of the second part, and associates, or their legal representatives, one section of 640 acres of land, for each family or two half sections of 320 acres for each and every family which they shall introduce and settle upon the lands herein after described, and set apart for Colonization, Provided, that each alternate section, or half section of 640 or 320 acres shall be reserved to the Republic, to be purchased, or not, by the party of the second part, on the terms herein after stipulated; and a full, absolute and perfect title shall be made in the usual mode and form, to the party of the second part or their legal representatives for each and every section, half section, or other fractional part of a section, to which, they become entitled, under the provisions of this Contract, and the same shall be conveyed to them as soon as, and whenever they shall exhibit to the Commissioner of the General Land Office of this Republic, or other proper officer thereof, in manner and form, hereinafter described, the evidence of having surveyed the portion of land for which such conveyance is desired,

and that there are comfortable, finished houses, or cabins, erected thereon, and families residing thereon, who have been settled thereon, by the said party of the second part, or their legal representatives; the said party paying, or causing to be paid, the expenses of such conveyances, as provided, by the act of the 4th of February 1841, as aforesaid, or if the said party of the second part shall so request, the Government shall convey the title of such number of acres as the party of the second part, shall have stipulated to convey to the several families, respectively, to said families, or to their legal representatives, directly; and the title to the residue of each 640 acres, or of any fractional part thereof, shall be, in such case, or cases, made directly to the party of the second part, and their legal representatives.

And the said party of the first part, further covenants and agrees, on behalf of the Republic of Texas, that the said party of the 2d part shall be allowed, and receive from the Government, as a further compensation, for their services, and reconpense for their labor and expenses, in introducing and settling the families, herein provided for, a premium of ten sections of 640 acres, or twenty sections of 320 acres of land, for each and every hundred families, introduced and settled, as aforesaid, but no premium for any fractional number of one hundred families, shall be allowed: And whereas, due evidence shall be adduced, that the party of the second part or their legal representatives have settled one hundred families, as aforesaid, the said party or their legal representatives shall select said premium sections, within said limits, from among

selection shall be, whenever practicable, of continuous alternate sections, or fractional parts of sections equivalent in extent to ten sections of 640 acres each; and a full and perfect title to said premium sections, so elected or chosen, shall be made, to the party of the 2d part, or to their legal representatives, from the Government of Texas.

And the said party of the first part, on behalf of the Republic of Texas, further covenants and agrees with the party of this second part, and their legal representatives, to give and grant to each settlement of one hundred families made in pursuance of this Contract, one section of 640 acres; to be located, as near the centre of the settlement, as practicable, and, on the payment, by such settlement, or by the said party of second part, on their behalf, of the sum of twelve dollars, in gold or silver specie, into the Treasury of the Republic, to grant one other section of six hundred and forty acres, to each settlement of 1 hundred families, in addition to the former; both to be conveyed directly, to such settlement, to aid them, in erecting the necessary buildings for religious public worship, and elementary or primary schools.

And the said party of the first part, on behalf of the Republic of Texas, further covenants and agrees with the party of the second part and their legal representatives, that, on paying into the public Treasury, and obtaining the Treasurer's or other proper officer's receipt for twelve dollars, paid into the same; and, also, of the delivery, for cancelment, to the same, or other proper officer, of any bonds, promissory Notes or other audited liabilities, of the Republic, to the amount

of six hundred and forty dollars, the party of the second part, or their legal representatives shall be entitled to demand and shall receive from the government, a full and absolute title to six hundred and forty acres of the alternate sections, ordered as aforesaid provided, that previous to any such grant or conveyance, the said party of the second part or their legal representatives, shall furnish due evidence, that, for every section, or fractional parts of a section contained in the six hundred and forty acres of the reserved alternate sections, not comprehended in the twelve sections of every hundred, granted as premium sections; or for purposes of religious worship and schools an emigrant family has been introduced and settled, in manner aforesaid, and for every part of a section stipulated to be granted to such family, a conveyance, if desired, shall be made, directly to such family, or to their legal representatives), on the terms and conditions prescribed, as aforesaid, relative to the conveyances to be made to the families introduced and settled on the other sections mentioned and aforesaid; and the conveyance for the residue of each alternate section, or of the balance remaining of the 640 acres of fractional sections, shall, in such case, be conveyed, on the terms aforesaid, to the said party of the second part, or to their legal representatives, directly.

And, it is understood and hereby mutually agreed, between the parties to this Contract, that all lands lying within the boundaries, hereinafter described, which have not been legally located, prior to the date of this Contract, shall remain and be held subject to be settled, in manner aforesaid,

by the said party of the second part; provided, that any lands, within the boundaries herein after described, which shall not have been located, by the emigrant families, hereby authorized to be introduced and settled, thereon; or appropriated, under the provisions of this Contract, within five years from the date thereof, shall revert to this Republic.

And, it is further mutually covenanted and agreed, between the parties to this Contract, that no emigrant shall be introduced, by the said party of the second part, or their legal representatives, who is known to them, to have been guilty of any heinous crime, or to be of a bad moral character. Nor shall said party of the second part, nor any family introduced by them, be knowingly, allowed to sell, or to give, or furnish to any Indian, any spirituous liquors nor any powder, lead or fire arms, or any warlike weapons: but the said party of the second part shall cause each male emigrant of the age of seventeen years and upwards to be supplied and bring with him, a good rifle, Yager, or musket, and a sufficient supply of ammunition; and the party of the second part shall keep on hand, at all times, in some convenient place of deposit, such quantity of prime ammunition, as will supply to each male emigrant of the age of seventeen years and upwards, settled by them, not less than 100 pounds.

And it is further, mutually agreed between the parties, to this Contract, that the party of the second part shall cause the lands within the limits designated in this Contract, to be surveyed, from time to time; and divided into sections of 640 acres and half sections of 320 acres, so far

as the same may be practicable, and where, by reason of the intervention of large streams of water, or navigable rivers, this shall be impracticable, or it be else deemed by him best advised, fractional sections of greater, or less dimensions, than one half, may be made; and the quantity of land, therein, ascertained, and returned to the same account, in all respects, as the entire sections, by computing fractional sections, in quantities of 640 acres; and subjecting them, as far, as practicable, to the same conditions, as are herein prescribed, in relation to the entire sections or half sections of 640 and 320 acres.

And, of all such surveys, connected plats and notices of the field-notes shall be made, denoting therein, the Range and number of the sections, or half sections, and the fractional sections, exceeding or falling short of a half section; and the same, or a correct copy thereof, shall be returned to the General Land-Office of the Republic, and, as the party of the second part shall become entitled to any section, or number of sections, according to the desire of this Contract, they shall be marked on said plat; and, when ever the party of the second part, or their authorized agents, or legal representatives, shall exhibit to the Commissioner of the General Land Office of the Republic, a certificate, under oath, subscribed by two creditable, and certified by some person, qualified by the laws of Texas to administer an oath, that the said party of the second part, or their legal representatives, have caused to be built a small comfortable house or Cabin, or any number of such houses or Cabins, on the parcel or parcels of land, which they are obligated, by this

Containing

contract, to convey to each family, or the several families respectively; and shall accurately settled a family, or several families, respectively, therein, they shall immediately receive, thereafter, a full and absolute conveyance, from the Government of the Republic, for as many sections of land, of 640 acres, or half sections, equal in amount to 640 acres, as there shall be families certified to, in such certificate, or certificates; provided, that no settler, under seventeen years of age, when introduced into the Republic, shall, afterwards be entitled to receive land in his own right, as an original settler, under this contract, and no family, or legal representative of a family, introduced and settled, by the party of the second part, or their legal representatives, shall be named, as a settler in more than one certificate, or shall entitle the said party of the second part, or their legal representatives to more than one section of land; but, if the party of the second part, or their legal representatives, shall so request, the Government shall convey the title, acquired by each family, as aforesaid, directly to such family; and the residue of the said 640 acres, to the party of the second part, or to the legal representatives of said party.

And it is further mutually covenanted and agreed that correct records of all such conveyances, shall be duly kept in the General Land Office of the Republic; and, whenever, it shall appear, that titles have been made, or have accrued, according to the terms, of this Contract, to the party of the second part, or to their legal representatives, for the settlement of one hundred families, the Government of the Republic shall convey to the party

of the second part, or to their legal representatives, two hundred and fifty acres of land, to be selected, as aforesaid, and in like manner, for each and every settlement of one hundred families, three additional sections of land, alternately reserved and selected, within said settlements, on the terms, and conditions aforesaid; and also, for every other one hundred families, until the completion of the term of years, aforesaid, allowed for the colonization aforesaid, under this contract, shall have been expired.

And it is further mutually agreed between the parties to this contract, that until the party of the second part, and such associates, as they may take, by transfer, or assignment of a part or parts of their interest, in this Contract, and the land set apart thereby, for Colonization on the terms and conditions herein prescribed, shall obtain a Charter or Act of incorporation, from the Congress of this Republic they shall be authorized to appoint, by a majority of their number interested, at such mode as may by such title or denomination as a majority in interest, of the said associates, may agree on, two or more substantial citizens, or citizens of agreement, and declaration, to be drawn up, and subscribed by such majority, some one of said parties, to act, under a Commissioner's name, to be attested by the said declaration, and to under such instrument of writing, to enroll such persons, or persons, with full authority as their Agent, or Agents, to receive and hold, for their benefit, and on their behalf according to such rules, as they, or a majority in interest, of their company or association, may prescribe, in writing, from time to time; the titles, and conveyances of such lands, bonds, obligations, notes or money, as they shall agree by a majority in

interest of their number, to confide to the keeping
or to the use of their said trustee, or trustees.
And should the said majority in interest,
of the party aforesaid and their associates, at
any time, desire to return or surrender such
titles or conveyances, as they may have re-
ceived, in the manner aforesaid, through
their trustees, to the Government of the Re-
public, on due evidence of such desire, made
known to the said Government, or to the proper
officer, or officer thereof, empowered to make
conveyances, the said Government, Officers,
or Officer, shall make and convey new titles,
to the same lands, to such person or persons,
party or parties, directly, by name, as the party
of the second part to this Contract, or a majority
in interest, of the association, to which such party
of the second part, and their associates may,
by some instrument of writing, request,
and, in the absence of such act of Incorporation,
as the party of the second part, their associates
or legal representatives contemplate; they shall,
from time to time, until such act be
obtained, cause certified copies attested,
according to such evidence as the laws of
this Republic prescribe, for foreign Con-
veyances of land, where such land is con-
veyed, by indentures or contracts made
without the limits of this Republic, to be
transmitted to the Department of State, or
other proper Department of this Government,
for safe keeping, and reference as occasion
may require; and, within six months from
the date hereof, and once within every three
months thereafter, until such act of incorporation
shall have been obtained, the association formed,
as aforesaid shall transmit a list of their co-
partners, and a statement of the share or shares
of each, in the stock or property of the association,
or company; and of the common name, or title,

assumed by them or a majority of them on interest, to the said Department.

And it is further mutually covenanted and agreed that, if an act of incorporation be obtained, by the said association, or company, to be formed as aforesaid, all such deeds, as may have been previously made to the said or to their authorized trustee, or trustees, may be surrendered to this Government, in manner aforesaid, as soon as, or at any time, after, the said act of incorporation shall have been obtained, and the company organized under or by virtue of such act, and in that case, new deeds, corresponding with the new form of the association aforesaid, shall be executed and delivered, in exchange for the former, to the proper officer of such incorporated association, for the use and benefit thereof, the said party of the second part, and their associated or lawful representatives paying all legal expenses attending such deeds of conveyance.

And it is further covenanted and agreed, by the parties to this Contract, that the simbocated lands, included in the following boundaries, shall remain and be held, by the Government of this Republic, for the purposes, herein set forth, until the end of five years from the date hereof; and shall be considered, as set apart exclusively of all future claims, to be colonized in a manner aforesaid, by, and for the benefit of the party of the second part, aforesaid, and of this Republic, viz; Beginning, on Red River opposite to the east bank of the branch thereof, emptying into the same, from the United States of America, called the false Washita; and running, thence, due south fifty miles; thence due east, fifty miles; thence, due South, sixty five

miles; thence, by a straight course, to a point on the Rio Trinidad, or river Trinity, on the bank thereof, opposite the lower or southern bank of Cedar Creek, where the said Creek emptied into the said River; thence, across the river Trinity, to said bank of Cedar Creek; thence, by a straight line, to the lower, or southern bank of a quila Creek, where the said Creek united with the river Brazos; thence, up the said River Brazos, according to the meanders of the same, and binding thereupon, to the intended division of the same, by the new Indian boundary described in the Act of Congress entitled "An Act to provide for the establishment and maintenance of peace and to regulate friendly intercourse with the Indians;" on which, was grounded the treaty, with the Indians, made in September last; thence, with said boundary, wheresoever the same may be run and established, under the said act and the Treaty made, or to be made hereunto thereto, to the Southern boundary of the tract of land set apart for Colonization by a Contract bearing date the 26th of July 1842, between Isaac Burnham, acting for himself and as agent for and in behalf of W. S. Peter and others, of the first part, and Sam Houston President of the Republic of Texas, on behalf of the said Republic, of the second part; and, thence, with the said Indian boundary, or the Southern boundary of said tract of land, set apart, as aforesaid, for colonization by the said Contract, to the South east corner of said tract, set apart as aforesaid; thence, with the East boundary of said tract, due North, or with the said Indian boundary, should the same be East of said Eastern boundary aforesaid, to Red River; and thence, to, and with the meanders of Red River, down the South Margin thereof, to the South East

Corner of the tract of land, set apart for colonization, as aforesaid, by a Contract made pursuant to the Act of Congress of the 4th of February 1841, between the President of the Republic, of the first part, and M. S. Peters and others, of the second part; which Contract bears date the 26th day of August 1841; thence with the western boundary of said tract, and of another tract set apart as aforesaid, by a contract between the same parties, for the same objects, running due South, to the South West Corner of said last named tract; and thence with the southern boundary of the same, to the South eastern corner thereof; and, thence, with the eastern boundary of said tracts, to the beginning of the first of the two last described tracts, at the mouth of Big Mineral Creek, where the same empties into Red River; and, thence, with the meanders of said River, and binding thereon, to the beginning, opposite the lower bank of the False Washita, where the same empties into Red River.

And, it is further covenanted and agreed, between the parties to this Contract that, unless the party of the second part, or their legal representatives shall prior to the first day of May 1845 have introduced and settled on the land above mentioned, according to the tenor of this Contract, one hundred families, all right and title of the said party of the second part, or their legal representatives, to proceed further in the execution of this Contract, shall cease and determine, from the moment of such default, but such default shall not work or operate retrospectively, but leave to the party of the second part and all persons claiming under them, whatever right, title, or interest they may have acquired from the action of the party of the second part and their legal

~~respondentatives~~ ~~prior to such default, to the same~~
extent as if no such default or failure had occurred; and so, in like manner and under like qualification and the right of the said party to proceed further under this Contract shall cease and determine, provided, two hundred and fifty families be not introduced and settled, by them in manner aforesaid, on or before the expiration of two years from the date hereof; and so, in like manner, one hundred and fifty additional families, shall be settled on the said lands, according to the terms of this Contract, by the said party of the second part, or their legal representatives, within each of the three remaining years of the said party, further to proceed under this Contract, during the full term of five years, from the date thereof, that is, on the occurrence of any default, as aforesaid, utterly cease and determine, provided, as before expressed, no such default shall operate, otherwise, than prospectively, either in relation to the said second party to this Contract, or to the emigrant families, actually settled on any portion or portions claiming by, through or under them, or any of them.

And it is further covenanted and agreed between the parties aforesaid, to obviate any misunderstanding of the terms on which it is agreed that the party of the second part may forfeit and settle any number of families on the alternate reserves retained as aforesaid that the like compensation or recompense in lands for every hundred families settled thereon and the like provision for public worship and elementary schools shall be made to the party of the second part and their legal representatives and to each settlement as in the case of the introduction and settlement of the same number

of families upon any other sections not to be
severed and for such premium reclaimed and the
two sections allotted for religious purposes
and declares the party of the second part
shall not be required to pay more than
the twelve dollars and fifty cents required by the
said Joint Resolution of the Congress aforesaid
the 16th of January 1841.

In testimony whereof the party of
the first part to this contract
hath hereunto subscribed his
name and caused the
Seal of the Republic of Texas
to be affixed; and the party
of the second part hath
subscribed his name and
affixed his proper seal on
the day and year in this
contract first mentioned
Done at the town of
Washington, on the 24th
day of January 1841,
and of the Independence
of Texas the eighth.

Sam Houston

Signed & Sealed
in the presence
of Hiram Runnels
and Thos. Pilgrim

Attest:

Anson Jones
Secretary of State.